



PLANNING COMMISSION

Wednesday, April 26, 2023

7:30 PM

Rockville City Hall

Mayor and Council Chambers

Meeting No. 07-2023

AGENDA

Andrea Nuñez, Chair

Suzan Pitman

Eric Fulton

Sam Pearson

John Tyner, II

Jim Wasilak, Staff Liaison

Nicholas Dumais, Assistant City Attorney

Virtually via WebEx

Watch LIVE on Comcast Cable Rockville Channel 11

and online at <https://www.rockvillemd.gov/>

See page 3 for more information

1. Review and Action

- A. Final Record Plat Application PLT2023-00616, for Approval of a Final Record Plat for the Consolidation of Two Record Lots into One Record Lot in the R-60 and the Historic District (HD) Zone at 203 Forest Avenue; Joseph P. Richardson and Carolyn K. Hoch, Applicants**
- B. Briefing on Project Plan Application PJT2023-00016, a Request to Amend an Existing Planned Development to Allow a Retail and Office Center at the Southeast Corner of the Intersection of Rockville Pike and Edmonston Drive, Known as 900 Rockville Pike, in the Planned Development - Champion Billiards (PD-CB) Zone; J. Danshes LLC, Applicant**

2. Commission Items

A. Staff Liaison Report

B. Old Business

C. New Business

D. Minutes Approval

E. FYI/Correspondence

3. Adjourn

HYBRID MEETING AND PUBLIC HEARING PROCEDURE

The Planning Commission will be meeting in person in the Mayor and Council Chambers at Rockville City Hall. The public is invited to participate in person or virtually via Webex. Anyone wishing to participate virtually may do so per the instructions below.

PLANNING COMMISSION ONLINE MEETING and PUBLIC HEARING PROCEDURES

I. Pre-meeting Platform: Webex

- A. Applicant Access: Provided by Planning and Development Services/IT
- B. Access for Oral Testimony and Comment: Provided by PDS/IT (see below)

II. Pre-Meeting Preparations/Requirements:

A. Written Testimony and Exhibits –

Written testimony and exhibits may be submitted by email to Jim Wasilak, Staff Liaison to the Planning Commission, at jwasilak@rockvillemd.gov or by mail to:

Andrea Nuñez,
Chair Rockville Planning Commission
111 Maryland Avenue
Rockville, MD 20850

and must be received no later than nine (9) days in advance of the hearing in order to be distributed with the Planning Commission briefing materials.

Written testimony and exhibits received after this date until 4:00 pm on the day before the hearing will be provided to the Planning Commission by email.

B. Webex Orientation for Applicants

Applicants must contact the planning case manager assigned to the Application no later than five (5) days in advance of the hearing in order to schedule Webex orientation, which must be completed prior to the hearing.

C. Oral Testimony by Applicants and the Public

- i. Applicants – Applicants must provide to the planning case manager a list of presenters and witnesses who will testify on behalf of the Application. The list must be provided to the PDS Staff project manager no later than five (5) days prior to the date of the hearing.
 - ii. Public Testimony/Comment on an Application – Any member of the public who wishes to comment on an application must submit their name and email address to the Staff
-

Liaison to the Planning Commission Jim Wasilak (jwasilak@rockvillemd.gov) no later than 9:00 am on the day of the hearing to be placed on the testimony list.

Members of the public who seek technical assistance from City staff must submit their name and email address to Jim Wasilak no later than two (2) days in advance of the hearing so that an orientation session may be scheduled.

If a member of the public is unable to meet the deadline to be placed on the testimony list, they can submit written testimony to the Staff Liaison to the Planning Commission by email to jwasilak@rockvillemd.gov.

III. Conduct of Online Meeting and Public Hearing:

A. Rules of Procedure –

The Meeting and Public Hearing will be held in accord with the Planning Commission Rules of Procedure, including the order of testimony and applicable time limits on testimony.

The Rules may be viewed here:

<https://www.rockvillemd.gov/DocumentCenter/View/2023/Planning-Commission---Rules-of-Procedure?bidId=>

B. Oral Testimony –

During the hearing, the Chair will sequentially recognize each person on the testimony list and ask the host to allow the speaker to speak. Each speaker must wait to be specifically recognized by the Chair before speaking.

If during the hearing a party wishes to speak, or a speaker wishes to request the opportunity to engage in cross-examination following specific testimony, the party must contact the Staff Liaison/Host by email at jwasilak@rockvillemd.gov with the specific request. The Host/Staff Liaison will inform the Commission. The Chair will determine if the party may be heard.

C. Continuance of Hearing –

The Planning Commission, at its discretion, reserves the right to continue the hearing until another date.

HELPFUL INFORMATION FOR STAKEHOLDERS AND APPLICANTS**I. GENERAL ORDER OF SESSION FOR DEVELOPMENT APPLICATIONS**

1. Staff presentation
2. City Board or Commission comment
3. Applicant presentation (10 min.)
4. Public comment (3 min, or 5 min for the representative of an association)
5. Planning Commission Discussion and Deliberation
6. Decision or recommendation by vote

The Commission may ask questions of any party at any time during the proceedings.

II. PLANNING COMMISSION BROADCAST

- Watch LIVE on Comcast Cable Rockville Channel 11 and online at: www.rockvillemd.gov
- Replay on Comcast Cable Channel 11:
 - Wednesdays at 7:00 pm (if no live meeting)
 - Sundays at 7:00 pm
 - Mondays, Thursdays and Saturdays at 1:00 pm
 - Saturdays and Sundays at 12:00 am (midnight)
- Video on Demand (within 48 hours of meeting) at: www.rockvillemd.gov/VideoOnDemand.

III. NEW DEVELOPMENT APPLICATIONS

- For a complete list of all applications on file, visit: www.rockvillemd.gov/DevelopmentWatch.

VI. ADDITIONAL INFORMATION RESOURCES

- Additional resources are available to anyone who would like more information about the planning and development review process on the City's web site at: www.rockvillemd.gov/cpds.

Maryland law and the Planning Commission's Rules of Procedure regarding ex parte (extra-record) communications require all discussion, review, and consideration of the Commission's business take place only during the Commission's consideration of the item at a scheduled meeting. Telephone calls and meetings with Commission members in advance of the meeting are not permitted. Written communications will be directed to appropriate staff members for response and included in briefing materials for all members of the Commission.



Agenda Item #:	<u>1</u>
Meeting Date:	<u>April 26, 2023</u>
Responsible Staff:	<u>Li Alligood</u>

SUBJECT:

Final Record Plat Application PLT2023-00616, for Approval of a Final Record Plat for the Consolidation of Two Record Lots into One Record Lot in the R-60 and the Historic District (HD) Zone at 203 Forest Avenue; Joseph P. Richardson and Carolyn K. Hoch, Applicants

RECOMMENDATION
(Include change in law or Policy if appropriate in this section):

Staff recommends approval of the Final Record Plat application, based upon compliance with the Zoning Ordinance and conditions outlined within this staff report.



Overview

Case: Final Record Plat PLT2023-00616

Location: 203 Forest Ave

Staff: Li Alligood, AICP, Deputy Zoning Manager
Community Planning and Development Services
lalligood@rockvillemd.gov
(240) 314-8223

Applicant: Joseph P. Richardson and Carolyn K. Hoch
203 Forest Ave
Rockville, MD 20850

Filing Date: February 2, 2023

Planning Commission Date: April 26, 2023

Background

The property is located within the Beall's Subdivision, which was recorded in 1895. The Applicant seeks to resubdivide the property at 203 Forest Ave (the "Property") in order to combine Lots 8 and 9 of Block 16. If approved, this Final Record Plat will create one (1) record lot and establish required easements to meet the requirements of the City Code and the Zoning Ordinance.

Section 25.21.02.b of the Zoning Ordinance defines a Final Record Plat as:

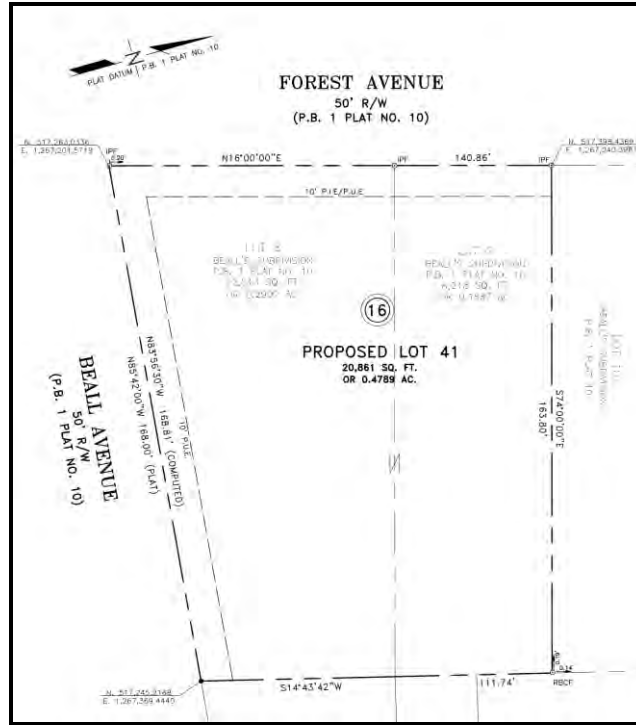
A map that illustrates a metes and bounds description of the property into a system of lot and block numbering, the naming of the tract (subdivision name), and the assignment of a plat number when recorded among the Land Records of Montgomery County, Maryland.

Pursuant to Section 25.21.11.g of the Zoning Ordinance, the Planning Commission is the Approving Authority for Final Record Plats.

Project Description

The Property is located on the northeast corner of the intersection of Forest Ave and Beall Ave and is currently comprised of Lots 8 and 9 of Block 16, containing 20,861 square feet or 0.4789 acres of land area, and is part of a larger subdivision entitled, "Beall's Subdivision," found on Plat No. 10, recorded in the Land Records of Montgomery County, Maryland on October 5, 1895. The Property's current configuration is mostly rectangular in shape with an angled southern lot line, and this overall configuration is proposed to remain unchanged. Lot 8 is currently developed with a 1,617 square foot single detached dwelling which is designated as a local historic district, the Hoch-Richardson House. Lot 9 is currently vacant.

This Final Record Plat application will resubdivide the Property to create Lot 41 of the same Beall's subdivision. The Property will contain 20,861 square feet or 0.4789 acres. Approval of this plat will establish a required 10-foot-wide public infrastructure easement (PIE) in addition to the existing public utility easement (PUE) along the Property's Forest Avenue frontage.



Proposed Plat (provided by Applicant)

Site Description

Location:	203 Forest Ave
Land Use Designation:	Residential Detached (RD)
Zoning District:	Single Unit Detached Dwelling, Residential (R-60)
Plat Area:	20,861 square feet (0.4789 Acres)
Current Use:	Single Unit Detached Residential



Aerial image of the Property (provided by City of Rockville)

Project Vicinity

Surrounding Land Use and Zoning

	Zoning	Planned Land Use	Existing Use
North	R-60	Residential Detached	Residential Detached
East	R-60	Residential Detached	Residential Detached
South	R-60 HD	Residential Detached	Residential Detached
West	R-60	Residential Detached	Residential Detached

Previous Related Actions

- **Evaluation of Significance HDC2021-01007**—In December 2020, the current property owners requested an Evaluation of Significance by the Historic District Commission (HDC) for the purpose of applying a historic designation to the Property. The HDC discussed the Property at its January 21, 2021, meeting and unanimously found that the Property met the criteria for designation and recommended application of the Historic District (HD) overlay zone and the filing of Sectional Map Amendment (SMA) MAP2021-00121, to change the zone from R-60 to R-60 HD in order to historically designate the Property.
- **Sectional Map Amendment (SMA) MAP2021-00121** – Following the HDC's recommendation to designate the Property within the HD overlay zone, the HDC filed the SMA application requesting that the property be placed in the Historic District. The SMA was brought forward to the Commission for its review and recommendation, as required by the Zoning Ordinance. At its meeting on April 14, 2021, the Commission reviewed the SMA and recommendation by the HDC and unanimously voted to recommend that the Mayor and Council approve the historic designation.

On June 7, 2021, the Mayor and Council held a public hearing, voted unanimously to approve the proposed Sectional Map Amendment MAP2021-00121 for historic designation, and adopted Ordinance No. 10-21, approving the SMA application.

- **Certificate of Approval HDC2021-01031** – Following the designation, the new owners proposed improvements to the property, including a breezeway connection from the home to a new garage. The construction of the proposed garage and breezeway crossed the lot line between Lots 8 and 9, requiring that the property be resubdivided to consolidate the two lots into a single record lot.

Project Analysis

Per the provisions of Section 25.21.12, a preliminary plan of subdivision is not required for resubdivision of a lot or parcel or a minor subdivision. The subject application is for resubdivision and therefore a preliminary plan is not required. The subject Final Record Plat has been reviewed by relevant staff and determined to be in compliance with City requirements.

Zoning Ordinance Compliance

All applicable development standards of the R-60 zone and Section 25.21.22, Resubdivision of Existing Lots, have been met.

The subject Final Record Plat meets approval criteria as defined in Section 25.21.02, Final

Record Plats, of the Rockville Zoning Ordinance.

Adequate Public Facilities Standards (APFS)

The proposed Final Record Plat combines two existing lots of record into one lot of record, which is and will continue to be developed with a single detached dwelling. As such, no additional impacts to public facilities will be created as a result of this proposal.

Community Outreach

Public Notification of the Final Record Plat was made pursuant to the requirements of Section 25.21.11.d (“Notice”). Mailed notification was provided to property owners within the required 750-foot radius on April 11, 2023. At the time of this report, no comment has been received regarding the Final Record Plat application.

Findings and Recommendation

Final Record Plats

There are no findings that need to be made as part of the approval of this Final Record Plat.

Final Record Plat PLT2023-00616 meets the conditions of approval as defined in Section 25.21.02. – Final Record Plats of the City of Rockville Zoning Ordinance.

Staff recommends approval of Final Record Plat application PLT2022-00593, subject to the conditions articulated in this report.

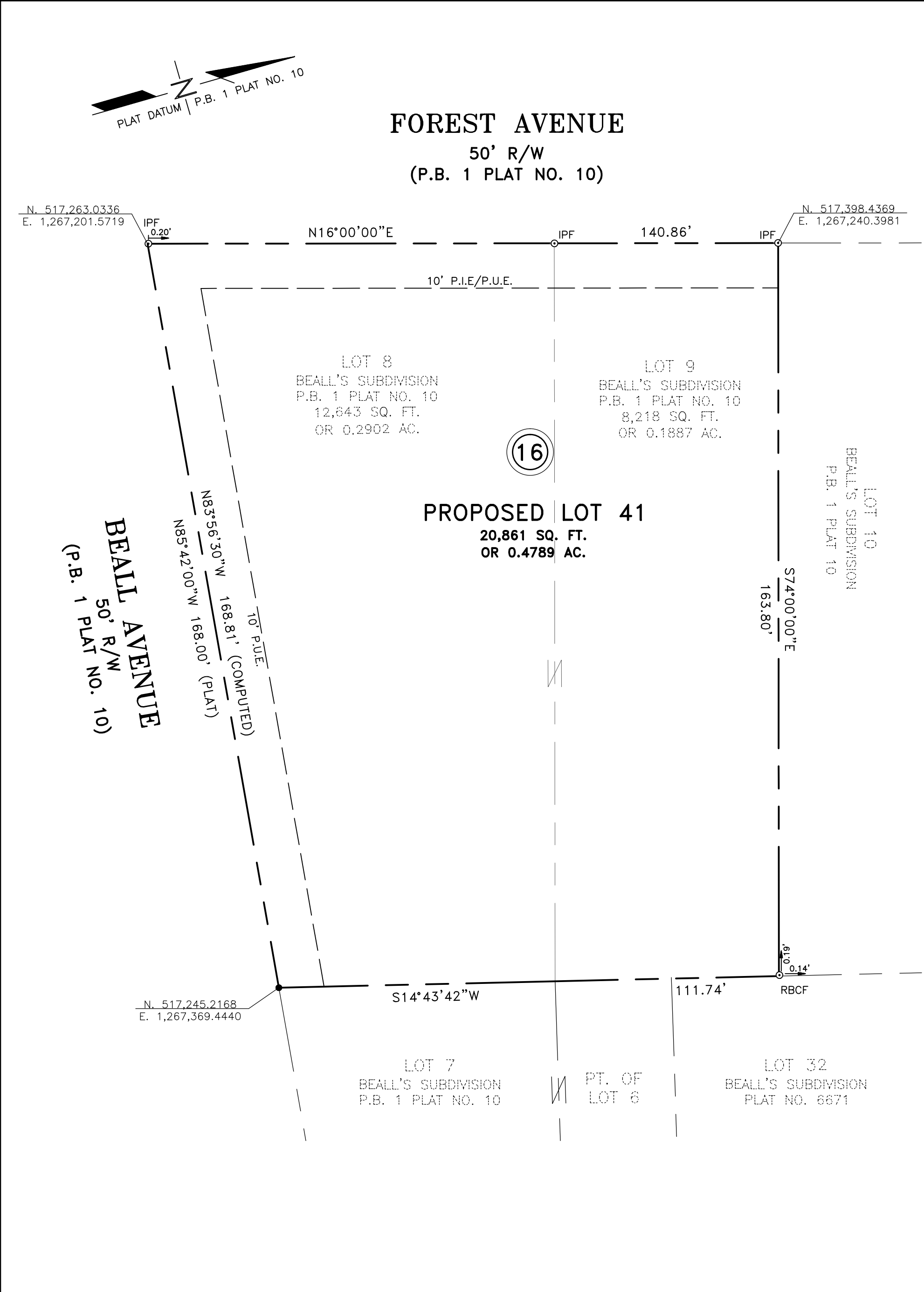
Conditions

1. The Final Record Plat submission must include the original mylar plat and three mylar copies.
2. The Final Record Plat PLT2023-00616 shall be submitted in an appropriate electronic format as specified in Section 25.21.10.d of the City of Rockville Zoning Ordinance.
3. The Record Plat must include all necessary easements as articulated in the staff report and on the proposed plat.

Attachments

- Attachment 1.1.A: Proposed Plat (PDF)
 Attachment 1.1.B: Aerial Map (PDF)
 Attachment 1.1.C: Land Use Map (PDF)
 Attachment 1.1.D: Zoning Districts Map (PDF)

Attachment 1.1.E: Application Materials (PDF)



LEGEND

—○— IPF IRON PIPE FOUND

—○— RBCF REBAR W/CAP FOUND

WITHOUT COMMITMENT AS TO INSTALLATION OF WATER, SEWER & STREETS

CITY OF ROCKVILLE PLANNING COMMISSION

APPROVED ON: _____

CHAIR CITY MANAGER

Recorded _____

Plat No. _____

OWNER'S CERTIFICATE

WE, JOSEPH P. RICHARDSON AND CAROLYN K. HOCH, OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON, HEREBY ADOPT THIS PLAN OF SUBDIVISION AND ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES.

FURTHER, WE GRANT A 10—FOOT PUBLIC UTILITY EASEMENT, SHOWN HEREON AS "10' P.U.E." TO THOSE PARTIES NAMED IN THE DOCUMENT ENTITLED "DECLARATION OF TERMS AND PROVISIONS OF PUBLIC UTILITY EASEMENT", AS RECORDED IN LIBER 3834 AT FOLIO 457, AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND.

FURTHER, WE GRANT TO THE CITY OF ROCKVILLE, AND ASSIGNS, A 10—FOOT PUBLIC IMPROVEMENTS EASEMENT, SHOWN HEREON AS "10' P.I.E." FOR THE PURPOSES OF CONSTRUCTION MAINTENANCE, REPAIR, REPLACEMENT, INSPECTION AND USE OF PUBLIC IMPROVEMENTS.

WE, JOSEPH P. RICHARDSON AND CAROLYN K. HOCH, OUR SUCCESSORS, OR ASSIGNS WILL CAUSE PERMANENT PROPERTY CORNER MARKERS SHOWN THUS (—●—) TO BE SET BY A REGISTERED MARYLAND LAND SURVEYOR IN ACCORDANCE WITH SECTION 25.21.25 OF THE ZONING ORDINANCE OF CITY OF ROCKVILLE, MARYLAND.

THERE ARE NO SUITS, ACTIONS AT LAW, LEASES, LIENS, MORTGAGES OR TRUSTS AFFECTING THE PROPERTY EXCEPT AS SHOWN HEREON, AND THAT PARTY HAS INDICATED THEIR ASSENT TO THIS PLAT BY SIGNING BELOW.

JOSEPH P. RICHARDSON	DATE	WITNESS
CAROLYN K. HOCH	DATE	WITNESS
MORTGAGER MORTGAGE ELECTRONICS REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR PRESIDENTIAL BANK, FSB., ITS SUCCESSORS AND ASSIGNS	DATE	WITNESS

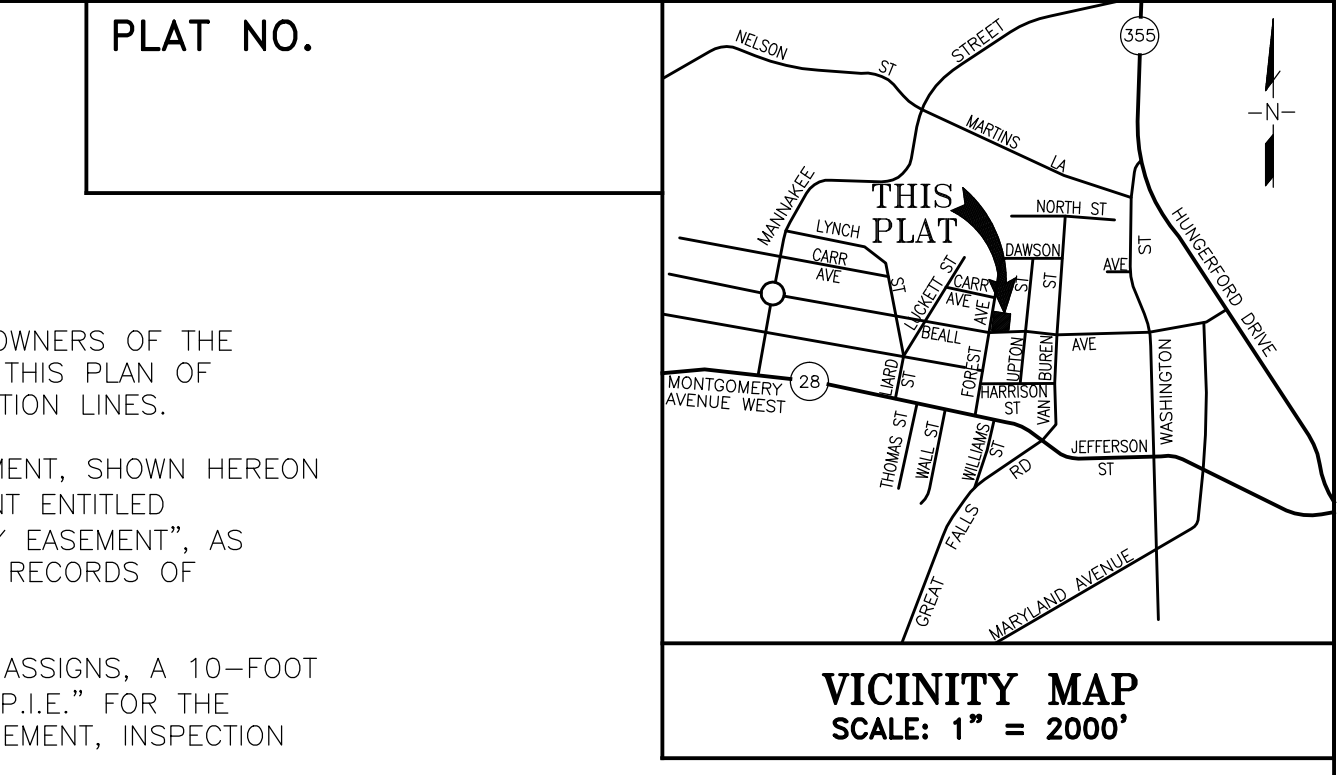
SURVEYOR'S CERTIFICATE

I, HEREBY CERTIFY THAT THE PLAN SHOWN HEREON IS CORRECT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF, THAT IT IS A RESUBDIVISION OF ALL THE LANDS CONVEYED BY ALTHEA A. HAROPULOS AND LAUREL A. BAILEY, PERSONAL REPRESENTATIVES OF THE ESTATE OF DOLORES B. HAROPULOS TO JOSEPH P. RICHARDSON AND CAROLYN K. HOCH BY A DEED DATED DECEMBER 18, 2020 AND RECORDED ON JANUARY 5, 2021 IN BOOK 61512 AT PAGE 06, ALSO BEING A RESUBDIVISION OF LOTS 8 AND 9, BLOCK 16, BEALL'S SUBDIVISION OF PART OF ROCKVILLE, AS RECORDED IN PLAT BOOK 1 AT PLAT NO. 10, AMONG THE LAND RECORDS OF MONTGOMERY COUNTY, MARYLAND AND THAT THE TOTAL AREA INVOLVED IN THIS PLAT IS 20,861 SQUARE FEET OR 0.4789 ACRES NONE OF WHICH IS DEDICATED TO PUBLIC USE, AND THAT ALL PROPERTY CORNERS MARKED THUS (—●—) ARE IN PLACE AS SHOWN HEREON IN ACCORDANCE WITH SECTION 25.21.25 OF THE ZONING ORDINANCE OF THE CITY OF ROCKVILLE, MARYLAND.

DATE	CHARLES T. GRIMSLEY PROFESSIONAL LAND SURVEYOR MARYLAND REGISTRATION NO. 21392 EXPIRATION DATE: February 4, 2024
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AREA TABULATION

LOT 8	12,643 SQ. FT. OR 0.2902 ACRES
LOT 9	8,218 SQ. FT. OR 0.1887 ACRES
TOTAL PLAT AREA	20,861 SQ. FT. OR 0.4789 ACRES



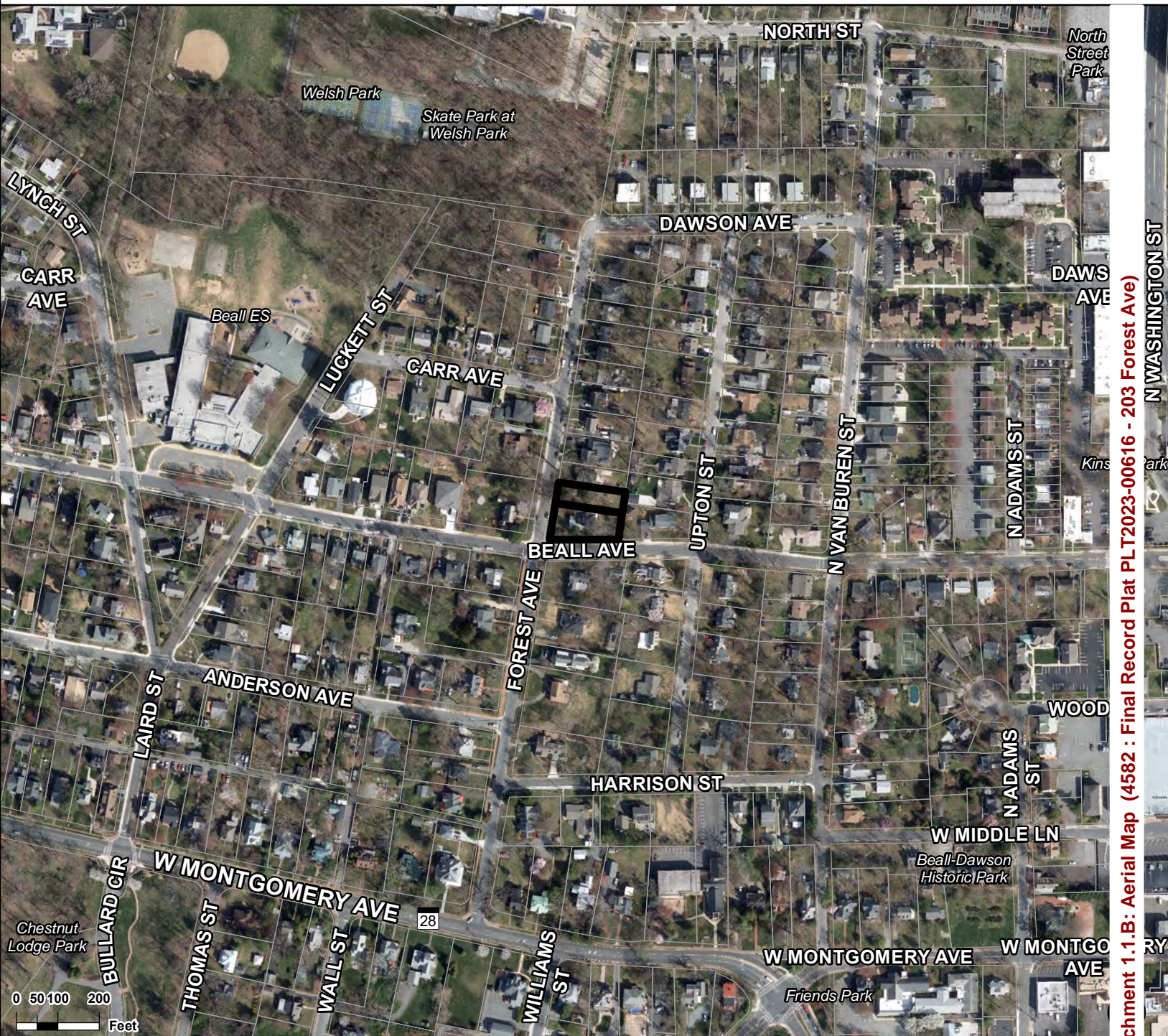
- NOTES**
- THE PROPERTY SHOWN HEREON IS APPROVED FOR CITY OF ROCKVILLE PUBLIC WATER AND SEWER. WATER CATEGORY 1 AND SEWER CATEGORY 1
 - THIS PROPERTY IS SHOWN ON TAX MAP GR22.
 - THIS PROPERTY IS SHOWN ON W.S.S.C. SHEET 218NW08
 - THIS SUBDIVISION RECORD PLAT IS NOT INTENDED TO SHOW EVERY MATTER AFFECTING THE OWNERSHIP AND USE, NOR EVERY MATTER RESTRICTING THE OWNERSHIP AND USE, OF THIS PROPERTY. THE SUBDIVISION RECORD PLAT IS NOT INTENDED TO REPLACE AN EXAMINATION OF TITLE OR TO DEPICT OR NOTE ALL MATTERS AFFECTING TITLE.

SUBDIVISION RECORD PLAT
LOT 41, BLOCK 16
(BEING A RESUBDIVISION OF LOTS 8, AND 9, BLOCK 16
BEALL'S SUBDIVISION OF PART OF ROCKVILLE
PLAT BOOK 1 PLAT NO. 10)

**BEALL'S SUBDIVISION OF
PART OF ROCKVILLE**

ROCKVILLE (4TH) ELECTION DISTRICT
MONTGOMERY COUNTY, MARYLAND
SCALE: 1" = 20' APRIL, 2023

LANDMARK ENGINEERING, INC.
13722 LAMBERTINA PLACE
ROCKVILLE, MARYLAND 20850
PHONE: (301) 230-5881
FAX: (301) 230-5884
CONSULTING ENGINEERS PLANNERS SURVEYORS





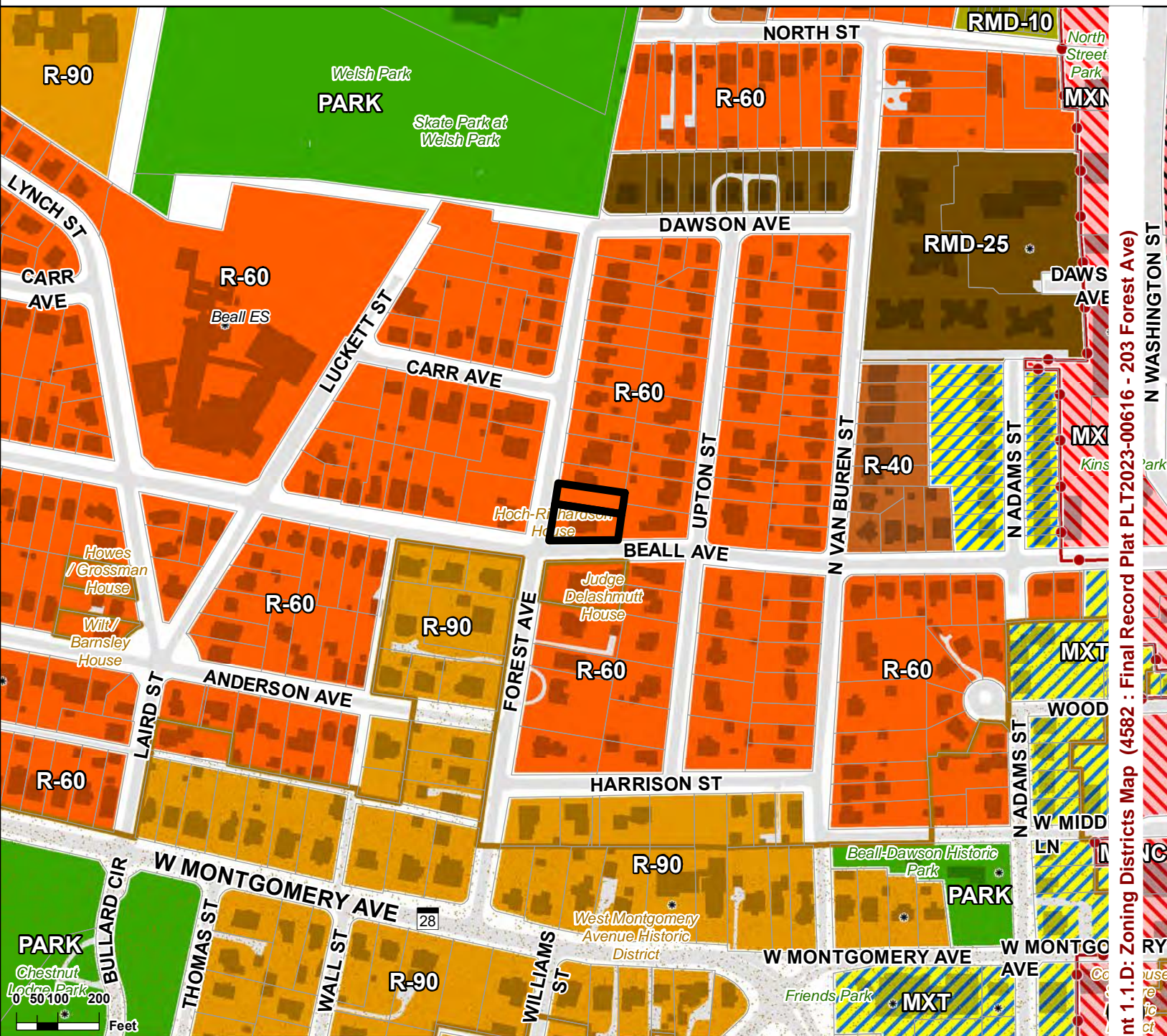
Attachment 1.1.C: Land Use Map (4582 : Final Record Plat PLT2023-00616 - 203 Forest Ave)

Land Use Policy Designations

- RD - Residential Detached
- RA - Residential Attached
- RF - Residential Flexible
- RM - Residential Multiple Unit
- RO - Residential and/or Office

- O - Office
- C - Commercial
- CRM - Commercial and Residential Mix
- OCRM - Office, Commercial and Residential Mix
- CI - Civic and Public Institutional

- I - Private Institution
- P - Public Park
- OSP - Open Space Private
- SI - Service Industrial
- SRM - Service Industrial and Residential Mix
- * Potential Future Park Asterisk





Application for

Subdivision Form

Community Planning &
Development Services

Received

02/02/2023

PLT

1.1.E

8/22

City of Rockville

Department of Community Planning and Development Services

111 Maryland Avenue, Rockville, Maryland 20850

Phone: 240-314-8200 • Fax: 240-314-8210 • E-mail: cpds@rockvillemd.gov • Website: www.rockvillemd.gov

Type of Application:

☐ Preliminary Plan ☐ Ownership Plat ☒ Final Record Plat* ☐ Cluster Development

**For final plat application, please submit the Affidavit of Final Plat Action*

Please Print Clearly or Type

Property Address information 203 Forest Avenue, Rockville, MD. 20850

Property Size (Sq. Ft.) 20,861 Sq. Ft. Lot(s) Lots 8 & 9, Blk. 16, Beall's Addition

Zoning R-60 Tax Account(s) 04-00158895 04-00158907 , _____

Proposed Subdivision Bealls' Addition Lot 41 Block 16

Applicant Information:

Please supply name, address, phone number and e-mail address for each.

Applicant Joseph P. Richardson (JAHRichardson2@hotmail.com) and Carolyn K. Hoch
(khoch190@icloud.com) 203 Forest Avenue, Rockville, MD. 20850 Ph:202-258-9278

Property Owner Same

Architect Broadhurst Architects, 306 First Street, Rockville, MD 20851
Jeff Broadhurst, Jbroadhurst@broadhurstarchitects.com 301-309-8900

Engineer Landmark Engineering, Inc., 13722 Lambertina Place, Rockville, MD 20850
Charles T. Grimsley, P.E., Prof. L.S., landmarkctg@aol.com Ph: 301-518-0979

Attorney _____

STAFF USE ONLY

Application Acceptance:

Application # PLT2023-00616

Date Accepted _____

Staff Contact _____

OR

Application Intake:

Date Received 02/02/2023

Reviewed by _____

Date of Checklist Review _____

Deemed Complete: Yes ☐ No ☐

Attachment 1.1.E: Application Materials (4582 : Final Record Plat PLT2023-00616 - 203 Forest Ave)

Community Planning &
Development Services
Received

02/02/2023

Montgomery County
Approved by BB 01/04/2021
Recordation Tax Paid \$6,675.00
CIP2 Paid \$1,610.00
Transfer Tax Paid \$8,500.00

1.1.E

AFTER RECORDING RETURN TO:

Joseph P. Richardson
203 Forest Avenue
Rockville, MD 20850

Tax ID #: 04-00158895 and 00158907

DOCUMENT PREPARED BY:

RGS Title, LLC
795 Rockville Pike
Rockville, MD 20852
File Number: 308748ROC

Title Insurer: First American Title Insurance
Company

Montgomery County Circuit C
IMP FD SURE \$4
RECORDING FEE \$2
TR TAX STATE \$4.25
TOTAL \$4.31
BHM KM Jan 05, 2021 01:4

This Deed, MADE THIS 18th day of December, 2020, by and between Althea A.

Haropulos and Laurel A. Bailey, Personal Representatives of Estate of Dolores B. Haropulos who died on or about June 17, 2019, parties of the first part, and Joseph P. Richardson and Carolyn K. Hoch, parties of the second part.

WHEREAS, by Certificate of Appointment (Letter of Appointment) issued on October 2, 2019 from the Probate Division of the State of New Hampshire, Case No. 316-2019-ET-01696 and appointed as Foreign Personal Representatives in Montgomery County, Maryland in Estate Number W103151, the parties of the first part were appointed Personal Representatives for the decedent's estate and are so acting on the date of this Deed, and

WHEREAS the parties of the first part, as Personal Representatives are validly seized and possessed of all lands hereinbelow conveyed.

WITNESSETH, That in consideration of the sum of **EIGHT HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$850,000.00)**, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey to the said parties of the second part, in fee simple, as tenants by the entirety, all that parcel of ground situated in **Montgomery County, Maryland** and as described as follows, that is to say:

Lots Numbered Eight (8) and Nine (9), in Block Numbered Sixteen (16), in a subdivision known as "BEALL'S SUBDIVISION OF PART OF ROCKVILLE", as per plat thereof recorded in Plat Book 1, at Plat 10, among the Land Records of Montgomery County, Maryland.

The improvements thereon being known as 203 Forest Avenue, Rockville, MD 20850.

Tax ID#: 04-00158895 and 00158907

BEING the same property which by deed dated September 11, 2019 and recorded among the Land Records of Montgomery County, Maryland in Liber No. 58169, folio 195, was granted and conveyed by Laurel A. Bailey, as Personal Representative of the Estate of Alexandra Susan Haropulos a/k/a Alexandra S. Haropulos unto Laurel A. Bailey and Althea Haropulos, as Executors of the Estate of Dolores B. Haropulos.

For Informational Purposes Only:

AND BEING the same property which by deed dated November 15, 1982 and recorded among the Land Records of Montgomery County, Maryland in Liber No. 5976, folio 84, was granted and conveyed by Darryl D. Smith unto Alexandra S. Haropulos. Whereas the said Alexandra S. Haropulos, aka Alexandria Susan Haropulos, having departed this life on or about November 3, 2018, thereby vesting title into Laurel Anne Bailey, aka Laurel A. Bailey, as Personal Representative, Estate No. W97290.

Attachment 1.1.E: Application Materials (4582 : Final Record Plat PLT2023-00616 - 203 Forest Ave)

AND FURTHER BEING the same property which by deed dated November 20, 1980 and recorded among the Land Records of Montgomery County, Maryland in Liber No. 5616, folio 91, re-recorded in Liber 5704 at Folio 478, was granted and conveyed by Forest J. Prettyman and Edward C. Prettyman unto Alexandra S. Haropulos and Darryl D. Smith.

TOGETHER with the buildings thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging, or in anywise appertaining.

SUBJECT TO all rights, easements, restrictions, covenants and reservations of record.

TO HAVE AND TO HOLD the said described lot(s) of ground and premises to the said parties of the second part, as tenants by the entirety, their assigns, the survivor of them and the survivor's personal representatives, heirs and assigns, in fee simple.

WITNESS the hands and seals of the said parties of the first part:

WITNESS:

Althea A. Haropulos
Althea A. Haropulos, Personal Representative
of the Estate of Dolores B. Haropulos

STATE OF NH, **CITY/COUNTY OF** Hillsborough to wit:

I HEREBY CERTIFY, that on this 17th day of November, 2020, before me, the subscriber, a Notary Public of the aforesaid State and County, personally appeared **Althea A. Haropulos**, who acknowledged herself to be the Personal Representative of the **Estate of Dolores B. Haropulos**, and that she as such Personal Representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the entity grantor by herself as such Personal Representative.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:

Susan N. Brisson
Notary Public

SUSAN N. BRISSON, Notary Public
State of New Hampshire
My Commission Expires June 21, 2022

My Commission Expires:

June 21, 2022

WITNESS:

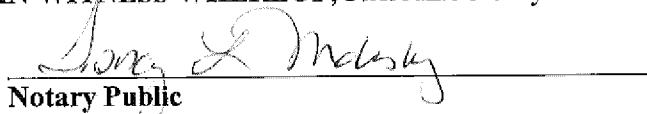


Laurel A. Bailey, Personal Representative
of the Estate of Dolores B. Haropulos

STATE OF New Hampshire, CITY/COUNTY OF Hillsborough to wit:

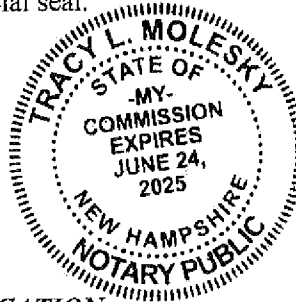
I HEREBY CERTIFY, that on this 16 day of November, 2020, before me, the subscriber, a Notary Public of the aforesaid State and County, personally appeared **Laurel A. Bailey**, who acknowledged herself to be the Personal Representative of the **Estate of Dolores B. Haropulos**, and that she as such Personal Representative being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing in my presence, the name of the entity grantor by herself as such Personal Representative.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:


Notary Public

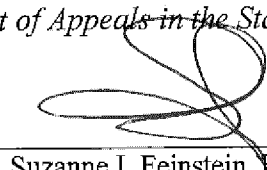
My Commission Expires:

6/24/2025



ATTORNEY CERTIFICATION

This is to certify that the within instrument was prepared under the supervision of an Attorney duly admitted to practice before the Court of Appeals in the State of Maryland.


Suzanne I. Feinstein, Esq.

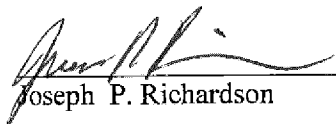
OWNER OCCUPANCY AFFIDAVIT

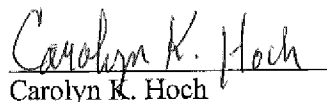
THE WITHIN GRANTEEES DO HEREBY CERTIFY UNDER THE PENALTIES OF PERJURY THAT THE LAND CONVEYED HEREIN IS RESIDENTIALLY IMPROVED OWNER-OCCUPIED BY US AT LEAST 7 OUT OF 12 MONTHS IMMEDIATELY AFTER THE PROPERTY IS CONVEYED AS EVIDENCED BY THE SIGNATURES BELOW

WITNESS the hands and seals of the said parties of the second part:

WITNESS:



 (SEAL)
Joseph P. Richardson

 (SEAL)
Carolyn K. Hoch

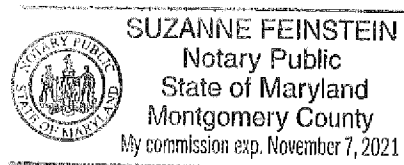
STATE OF MARYLAND, CITY/COUNTY OF MONTGOMERY to wit:

I HEREBY CERTIFY, that on this **18th day of December, 2020**, before me, the subscriber, a Notary Public of the aforesaid State and County, personally appeared **Joseph P. Richardson and Carolyn K. Hoch** known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument and acknowledged the foregoing Deed to be their act, and in my presence signed and sealed the same.

IN WITNESS WHEREOF, I hereunto set my hand and official seal:


Suzanne Feinstein, Notary Public

My Commission Expires: November 7, 2021



MARYLAND
FORM
WH-AR**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence****2020**

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence

1. Transferor InformationName of Transferor The Estate of Dolores B. Haropulos**2. Description of Property** (Street address. If no address is available, include county, district, subdistrict and lot numbers.)203 Forest Avenue, Rockville MD**3. Reasons for Exemption**Resident Status ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.Principal Residence ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity TransferorsThe Estate of Dolores B. Haropulos

Name of Entity

By

Laurel A. Bailey,

Name

PERSONAL REPRESENTATIVE

Title

11-16-2020
**Date

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

20-49

MARYLAND
FORM
WH-AR

**Certification of Exemption from Withholding Upon
Disposition of Maryland Real Estate Affidavit of
Residence or Principal Residence**

2020

Based on the certification below, Transferor claims exemption from the tax withholding requirements of §10-912 of the Tax-General Article, Annotated Code of Maryland. Section 10-912 provides that certain tax payments must be withheld and paid when a deed or other instrument that effects a change

in ownership of real property is presented for recordation. The requirements of §10-912 do not apply when a transferor provides a certification of Maryland residence or certification that the transferred property is the transferor's principal residence.

1. Transferor Information

Name of Transferor The Estate of Dolores B. Haropulos

2. Description of Property (Street address. If no address is available, include county, district, subdistrict and lot numbers.)

203 Forest Avenue, Rockville MD

3. Reasons for Exemption

- Resident Status** ☐ As of the date this form is signed, I, Transferor, am a resident of the State of Maryland
- ☒ Transferor is a resident entity as defined in Code of Maryland Regulations (COMAR)03.04.12.02B(11), I am an agent of Transferor, and I have authority to sign this document on Transferor's behalf.
- Principal Residence** ☐ Although I am no longer a resident of the State of Maryland, the Property is my principal residence as defined in IRC 121 (principal residence for 2 (two) of the last 5 (five) years) and is currently recorded as such with the State Department of Assessments and Taxation.

Under penalty of perjury, I certify that I have examined this declaration and that, to the best of my knowledge, it is true, correct, and complete.

3a. Individual Transferors

Witness

Name

**Date

Signature

3b. Entity Transferors

The Estate of Dolores B. Haropulos

Name of Entity

Witness/Attest

By

Althea A. Haropulos

Name

PERSONAL REPRESENTATIVE

Title

11/17/2020

**Date

** Form must be dated to be valid.

Note: Form is only valid if it was executed on the date the Property was transferred and is properly recorded with the Clerk of the Court.

To the Clerk of the Court: Only an un-altered Form WH-AR should be considered a valid certification for purposes of Section 10-912.

20-49

State of Maryland Land Instrument Intake Sheet

☐ Baltimore City ☒ County: Montgomery

Information provided is for the use of the Clerk's Office, State Department of Assessments and Taxation, and County Finance Office only.
(Type or Print in Black Ink Only-All Copies Must Be Legible)

1	Type(s) of Instruments	<input type="checkbox"/> Check Box if Addendum Intake Form is Attached.)			
		1 Deed	Mortgage	Other _____	Other _____
		2 Deed of Trust	Lease		
2	Conveyance Type Check Box	<input type="checkbox"/> Improved Sale Arms-Length(1)	<input type="checkbox"/> Unimproved Sale Arms-Length(2)	<input type="checkbox"/> Multiple Accounts Arms-Length(3)	<input type="checkbox"/> Not an Arms-Length Sale(9)
3	Tax Exemptions (if Applicable)	Recordation			
		State Transfer			
	Cite or Explain Authority	County Transfer			

4	Consideration and Tax Calculations	Consideration Amount		Finance Office Use Only	
		Purchase Price/Consideration	\$850,000.00	Transfer and Recordation Tax Consideration	
		Any New Mortgage	\$637,500.00	Transfer Tax Consideration	\$
		Balance of Existing Mortgage		X ()% =	\$
		Other:	\$	Less Exemption Amount - Total Transfer Tax =	\$
		Other:	\$	Recordation Tax Consideration X()per \$500 =	\$
		Full Cash Value	\$	TOTAL DUE	\$

5	Fees	Amount of Fees	Doc 1	Doc 2	Agent
		Recording Charge	\$20.00	\$20.00	
		Surcharge	\$40.00	\$40.00	Tax Bill
		State Recordation Tax	\$8,285.00	\$	
		State Transfer Tax	\$4,250.00	\$	C B Credit
		County Transfer Tax	\$8,500.00	\$	
		Other	\$	\$	Ag Tax/Other
		Other	\$	\$	

6	Description of Property SDAT requires submission of all applicable information. A maximum of 40 characters will be indexed in accordance with the priority cited in Real Property Article Section 3-104(g)(3)(i).	District	Property Tax ID No.(1)	Grantor Liber/Folio	Map	Parcel No.	Var. Lc	
			04-00158895 &	58169/195			<input type="checkbox"/> (5	
		Subdivision Name		Lot (3a)	Block (3b)	SectAR(3c)	Plat Ref.	SqFt/Acreage
		Beall's Subdivision of Part of Rockville		8 and 9	16		1/10	
		Location/Address of Property Being Conveyed (2)						
		203 Forest Avenue, Rockville, MD 20850						
		Other Property Identifiers (if applicable)					Water meter Account	
		Residential <input checked="" type="checkbox"/> or Non-Residential <input type="checkbox"/>		Fee Simple <input checked="" type="checkbox"/> Ground Rent <input type="checkbox"/> Amount				
		Partial Conveyance <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Description/Amt. Of SqFt/Acreage Transferred:				

7	Transferred From	Grantor(s) Name(s)		Doc 2 - Grantor(s) Name(s)	
		Laurel A. Bailey, Personal Representative		Joseph P. Richardson	
		Althea A. Haropulos, Personal Representative		Carolyn K. Hoch	
		Doc 1 - Owner(s) of Record, if Different from Grantor(s)		Doc 2 - Owner(s) of Record, if Different from Grantor(s)	

8	Transferred To	Doc 1 Grantee(s) Name(s)		Doc 2 - Grantee(s) Name(s)	
		Joseph P. Richardson		Chris Cusack & A Bruce Cleveland	
		Carolyn K. Hoch			
		New Owner's (Grantee) Mailing Address			
203 Forest Avenue, Rockville, MD 20850					

9	Other Names to Be Indexed	Doc 1 - Additional Names to be indexed (Optional)		Doc 2 - Additional Names to be indexed (Optional)	
				Presidential Bank, FSB	

10	Contact/Mail information	Instrument Submitted By or Contact Person				<input type="checkbox"/> Return to Contact Person
		Name: Tricia Engel				
		Firm: RGS Title, LLC				<input type="checkbox"/> Hold for Pickup
		Address: 795 Rockville Pike Rockville, MD 20852				
		Phone-: 301-230-0070				<input checked="" type="checkbox"/> Return Address Provided

11 IMPORTANT BOTH THE ORIGINAL DEED AND A PHOTOCOPY MUST ACCOMPANY EACH TRANSFER

Assessment Information	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Will the property being conveyed be the grantee's principal residence?				
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Does transfer include personal property? If yes, identify				
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Was property surveyed? If yes, attach copy of survey (if recorded, no copy required)				
Assessment Use Only - Do Not Write Below This Line					
<input type="checkbox"/> Terminal Verification	<input type="checkbox"/> Agricultural	<input type="checkbox"/> Whole	<input type="checkbox"/> Part	<input type="checkbox"/> Tran Process Verification	
Transfer Number:	Date Received:	Deed Reference:	Assigned Property No.		
Year		Geo	Map	Sub	Block
Land		Zoning	Grid	Plat	Lot
Buildings		Use	Parcel	Section	Doc Od.
Total		Town Cd.	Ex. St.	Ex. Cd.	

REMARKS:

Grantor's Mailing Address:
6 Martin Square Lane
Rockville, MD 20850

Community Planning &
Development Services
Received
02/02/2023

Tax NOT Required
Montgomery County, MD
01/04/2021 BB

WHEN RECORDED, MAIL TO:
PRESIDENTIAL BANK, FSB
4600 EAST-WEST HIGHWAY, 4TH FLOOR
BETHESDA, MARYLAND 20814

This instrument was prepared by:
PRESIDENTIAL BANK, FSB
4600 EAST-WEST HIGHWAY, 4TH FLOOR
BETHESDA, MD 20814
301-951-3700

Montgomery County Circuit Court
IMP FD SURE \$40.00
RECORDING FEE \$20.00
TOTAL \$60.00
BHM KM Jan 05, 2021 01:47 pm

Parcel Identification Number: 0400158895

Licensee Information
Maryland Mortgage Lender Name: PRESIDENTIAL BANK, FSB
Maryland Mortgage Lender License Number: 421593
Maryland Mortgage Originator Name: MICHAEL JOSEPH
Maryland Mortgage Originator License Number: 191985

First American Title Insurance Co.
Tax ID # 00158895 : 001588907
File # 30874FROC

Loan Number: 2015005739 (Space Above This Line For Recording Data)

PURCHASE MONEY
DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated December 18, 2020 together with all Riders to this document.
- (B) "Borrower" is JOSEPH P RICHARDSON AND CAROLYN K HOCH, AS TENANTS BY THE ENTIRETY. Borrower is the trustor under this Security Instrument.
- (C) "Lender" is PRESIDENTIAL BANK, FSB. Lender is A FEDERALLY CHARTERED SAVINGS BANK, organized and existing under the laws of THE UNITED STATES OF AMERICA. Lender's address is 4600 EAST-WEST HIGHWAY, 4TH FLOOR, BETHESDA, MARYLAND 20814. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is CHRIS CUSACK AND A. BRUCE CLEVELAND
Trustee's address is 4600 EAST-WEST HIGHWAY, SUITE #400, BETHESDA, MONTGOMERY County MARYLAND 20814.
- (E) "Note" means the promissory note signed by Borrower and dated December 18, 2020. The Note states that Borrower owes Lender SIX HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (U.S. \$637,500.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than January 1, 2051.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- ☒ Adjustable Rate Rider
- ☐ Balloon Rider
- ☐ 1-4 Family Rider
- ☐ Other (Specify)
- ☐ Condominium Rider
- ☐ Planned Unit Development Rider
- ☐ Biweekly Payment Rider
- ☐ Second Home Rider
- ☐ VA Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 *et seq.*) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of MONTGOMERY:

SEE SCHEDULE "A" ATTACHED HERE TO AND MADE A PART HEREOF.

which currently has the address of: **203 FOREST AVENUE
ROCKVILLE, MD 20850**

("Property Address").

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums

secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this

Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has – if any – with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third

persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or

the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale, assent to decree, and/or any other remedies permitted by Applicable Law.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by Applicable Law. Trustee shall give notice of sale by public advertisement and by such other means as required by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale and by notice to any other persons as required by Applicable Law. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5.000% of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Borrower, in accordance with Title 14, Chapter 200 of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this Section 22 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender or Trustee, shall release this Security Instrument and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:

-Witness

(Seal)
JOSEPH P RICHARDSON -Borrower

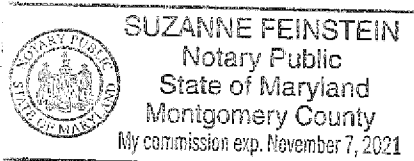
-Witness

(Seal)
CAROLYN K HOCH -Borrower

STATE OF MARYLAND, Montgomery County/City ss:

I Hereby Certify, That on this 18th day of December, 2020 before me, the subscriber, a Notary Public of the State of Maryland, in and for the foregoing jurisdiction, personally appeared **JOSEPH P RICHARDSON and CAROLYN K HOCH** known to me or satisfactorily proven to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledge that he/she/they executed the same for the purposes therein contained.

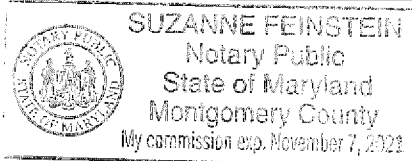
AS WITNESS: my hand and notarial seal.

My Commission Expires: 11-07-2021Notary Public [Signature]STATE OF MARYLAND, Montgomery County/City ss:

I Hereby Certify, That on this 18th day of December, 2020 before me, the subscriber, a Notary Public of the State of MARYLAND, and for the foregoing

jurisdiction, personally appeared Trish Engel, the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.

AS WITNESS: my hand and notarial seal.

My Commission Expires: 11-07-2021Notary Public [Signature]Loan originator (Organization): **PRESIDENTIAL BANK, FSB; NMLS #: 421593**Loan originator (Individual): **MICHAEL JOSEPH; NMLS #: 191985**

Loan Number: 2015005739

FIXED/ADJUSTABLE RATE RIDER
(One-Year Treasury Index - Rate Caps)

THIS FIXED/ADJUSTABLE RATE RIDER is made this **18th day of December, 2020**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Fixed/Adjustable Rate Note (the "Note") to

PRESIDENTIAL BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

("Lender") of the same date covering the property described in the Security Instrument and located at:

203 FOREST AVENUE
ROCKVILLE, MARYLAND 20850
(Property Address)

THE NOTE PROVIDES FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADJUSTABLE RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial fixed interest rate of **4.750%**. The Note also provides for a change in the initial fixed rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES**(A) Change Dates**

The initial fixed interest rate I will pay will change to an adjustable interest rate on the **1st day of January, 2026**, and the adjustable interest rate I will pay may change on that day every **12th** month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is the weekly average yield on United States Treasury securities adjusted to a constant maturity of one year, as made available by the Board of Governors of the Federal Reserve System. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **THREE AND THREE FOURTHS** percentage point(s) (**3.750%**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than **6.750%** or less than **3.750%**. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than **TWO** percentage points (**2.000%**) from the rate of interest I have been paying for the preceding **12** months. My interest rate will never be greater than **10.750%** or less than **3.750%**.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my initial fixed interest rate to an adjustable interest rate and of any changes in my adjustable interest rate before the effective date of any change. The notice will include the amount of my monthly payment, any information required by law to be

given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

(G) Replacement Index and Replacement Margin

The Index is deemed to be no longer available and will be replaced if any of the following events (each, a "Replacement Event") occur: (i) the Administrator has permanently or indefinitely stopped providing the Index to the general public; or (ii) the Administrator or its regulator issues an official public statement that the Index is no longer reliable or representative.

If a Replacement Event occurs, the Note Holder will select a new index (the "Replacement Index") and may also select a new margin (the "Replacement Margin"), as follows:

(1) If a replacement index has been selected or recommended for use in consumer products, including residential adjustable-rate mortgages, by the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York, or a committee endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York at the time of a Replacement Event, the Note Holder will select that index as the Replacement Index.

(2) If a replacement index has not been selected or recommended for use in consumer products under Section (G)(1) at the time of a Replacement Event, the Note Holder will make a reasonable, good faith effort to select a Replacement Index and a Replacement Margin that, when added together, the Note Holder reasonably expects will minimize any change in the cost of the loan, taking into account the historical performance of the Index and the Replacement Index.

The Replacement Index and Replacement Margin, if any, will be operative immediately upon a Replacement Event and will be used to determine my interest rate and monthly payments on Change Dates that are more than 45 days after a Replacement Event. The Index and Margin could be replaced more than once during the term of my Note, but only if another Replacement Event occurs. After a Replacement Event, all references to the "Index" and "Margin" will be deemed to be references to the "Replacement Index" and "Replacement Margin."

The Note Holder will also give me notice of my Replacement Index and Replacement Margin, if any, and such other information required by applicable law and regulation.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument shall read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by

this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Uniform Covenant 18 of the Security Instrument described in Section B1 above shall then cease to be in effect, and the provisions of Uniform Covenant 18 of the Security Instrument shall be amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

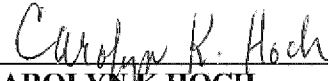
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.



JOSEPH P RICHARDSON (Seal)
-Borrower



CAROLYN K HOCH (Seal)
-Borrower
(Sign Original Only)

MULTISTATE FIXED/ADJUSTABLE RATE RIDER-One-Year Treasury Index Form 3182 1/01 (rev. 2/20)
Single Family - Fannie Mae Uniform Instrument

EXHIBIT "A"

Lots Numbered Eight (8) and Nine (9), in Block Numbered Sixteen (16), in a subdivision known as "BEALL'S SUBDIVISION OF PART OF ROCKVILLE", as per plat thereof recorded in Plat Book 1, at Plat 10, among the Land Records of Montgomery County, Maryland.

Tax/Parcel ID#: 04-00158895 & 04-00158907

FILE NUMBER: 308748ROC

Loan Number: 2015005739

**AFFIDAVIT IN LIEU OF MARYLAND MORTGAGE LENDER
OR MARYLAND MORTGAGE LOAN ORIGINATOR LICENSEE INFORMATION
(To be Recorded with the Security Instrument)**

Affidavit of Lender (on its own behalf and on behalf of its employee who originated the Loan):

I, **LISA STITZ**, hereby affirm, under the penalties of perjury, that I am the **LOAN CLOSER** of **PRESIDENTIAL BANK, FSB** (the "Lender"). The Lender's Address is **4600 EAST-WEST HIGHWAY, 4TH FLOOR, BETHESDA, MD 20814**. I am duly authorized by the Lender to execute this affidavit. The Lender, in connection with the Loan, is exempt from the licensing requirements under Financial Institutions Article, §§11-501 through 11-524, Annotated Code of Maryland. The employee of the Lender who originated the Loan is exempt from the licensing requirements under Financial Institutions Article, §§11-601 through 11-618, Annotated Code of Maryland.

I **SOLEMNLY AFFIRM**, under the penalties of perjury and upon personal knowledge, that the contents of the foregoing paper are true.

Signature of Affiant:
LISA STITZ
Title **LOAN CLOSER**

Date

12/18/2020

BEALL'S SUBDIVISION
OF PART OF
ROCKVILLESurveyed by G.M. ANDERSON
August 1893. Rockville Md.Scale
1 inch = 200 feet

Plat No 10.

I hereby certify that this subdivision has been carefully surveyed, and that all the Avenues, Streets, Blocks, Lanes &c indicated on this plat are part of a tract of land called "Exchange and New Exchange Enlarged" mentioned in a deed from Harriet Williams Beall Executrix & others to Upton, for 67 1/2 acres of land dated the 4th day April in the year 1816 and recorded among the land records of Montgomery County in Liber T. folios 70 &c. I also certify that all the bearings have been calculated to the true Meridian & that stones designated N21 & N22 on this plat are six inches square on top & two feet long and have been planted in accordance with the requirements of Section 60.B. of Article 16 of the Code of Public Local Laws.

G.M. Anderson,
SurveyorFiled Oct. 5th 1895.

For Land Office

Project Identification Consolidation of Lots 8 & 9 so that new building permits may be filed and approved.
 Application is hereby made with the City of Rockville Planning Commission for appeal of a Subdivision Plan for the property described on page 1.

A letter of authorization from the owner must be submitted if this application is filed by anyone other than the owner.
 I hereby certify that I have the authority to make this application, that the application is complete and correct and that I have read and understand all procedures for filing this application.

Carol P. Reid *Carolyn K. Hoch* *12/27/2022*
 Please sign and date

Comments on Submittal: (For Staff Use Only)

Attached hereto and made a part of this application, I submit the necessary plans, specifications and other data or explanatory material as required by the Subdivision Regulation (Chapter 25, Article XV). All applications must include the original mylar and six (6) prints, showing the following:



1. Surveyor's Certificate

- a. Show all recordation of conveyance with dates.
- b. Establish pipes and monuments.
- c. Give area of street dedication in square feet and acreage.
- d. Plan is certified correct and is sealed by a Maryland registered surveyor.



2. Owner's Dedication

- a. Owner adopts plan of subdivision.
- b. Dedicate all streets to public use and/or to public use and private maintenance.
- c. Grant land as shown on the subdivision plan to proper HOA entity, Mayor and Council, etc.
- d. Establish minimum building restriction lines.
- e. All necessary easements to be established by plat including PUE's, (with PUE recordation information), grading and slope easements, sidewalk/bike path/pedestrian easements, utility easements, ingress/egress easements, etc.

Note: SWM easements to be shown on subdivision plan and locations verified with maintenance agreement location sketch. Forest Conservation easements are also established by a separate document but location should be shown on plat.



3. Easements and Rights of Way

- a. Show all existing easements.
- b. Abandon all unnecessary easements, rights of way by separate document, and reference on plat.
- c. Locations of new utilities or other public improvements outside of rights-of-way match locations of new easements being established or shown as future/recorded on plat.
- d. Establish 10 feet along all public roadways.



4. Datum and North Arrow

- a. Datum to be NAD 83/91 for new subdivisions, WSSC, original plat datum or other approved datum.
- b. North Arrow is shown on plat with datum and scale (maximum scale is 1" = 100').
- c. Show three (3) property corner coordinate values per plat.
- d. Minimum of two (2) monuments per block.



5. Adjacent Parcels

- a. Show all adjacent plat/deed and owner information.



6. General Plat Information

- a. Show all proposed or previously dedicated street names, and right-of-way widths. Give recordation information if applicable.
- b. Show all curve and line data.
- c. Show all lot numbers, blocks, and lot areas.
- d. Show all parcel letters, blocks, and parcel areas.
- e. All information shown on title block is correct and consistent with any predetermined subdivision name.
- f. Certification block for Planning Commission and City Manager.



7. Plat of Corrections

- a. For correction plats, all previous information to be corrected should be clearly identified as such (with the use of dashed lines, stippled numbers, etc.), and all new information to be established uses heavier line weights or other methods to clarify its intent.
- b. Final plat to be accompanied by digital submission (DWG or DXF format).



Affidavit of Final Plat Action

City of Rockville
Community Planning and Development Services

Section 25.21.11 (Final record plat approval procedures - Generally) of the City of Rockville Zoning Ordinance requires action by the Planning Commission on a final plat application within thirty (30) days from the time the City accepts the application.

By providing this Affidavit, I hereby request that the requirement for Planning Commission action on the final plat within thirty (30) days from application acceptance be extended to within sixty (60) days from application acceptance to allow thorough review of the application, coordinate staff comments, and allow time to prepare approval documents.

Application Number:

Plat Name: Lot 41, Block 16
Beall's Addition

APPLICANT: Joseph P. Richardson

Joseph P. Richardson
Owner/Applicant Name (attorney for Applicant)

Subscribed and sworn to me before a Notary Public in and for the State of MD

County of Montgomery, on this 27th day of December, 2022

[Signature]
Notary Public

My Commission Expires: 05/17/2026





Agenda Item #:	<u>2</u>
Meeting Date:	<u>April 26, 2023</u>
Responsible Staff:	<u>Li Alligood</u>

SUBJECT:

Briefing on Project Plan Application PJT2023-00016, a Request to Amend an Existing Planned Development to Allow a Retail and Office Center at the Southeast Corner of the Intersection of Rockville Pike and Edmonston Drive, Known as 900 Rockville Pike, in the Planned Development - Champion Billiards (PD-CB) Zone; J. Danshes LLC, Applicant

RECOMMENDATION
(Include change in law or Policy if appropriate in this section):

Hold the briefing and allow the Applicant the opportunity to present the proposed development.



Overview

Case: Project Plan PJT2023-00016

Location: 900 Rockville Pike

Staff: Li Alligood, AICP, Deputy Zoning Manager
Community Planning and Development Services
llalligood@rockvillemd.gov
(240) 314-8223

Applicant: J. Danshes, LLC
9213 Winterset Dr
Potomac, MD 20854

Filing Date: April 4, 2023

Section 25.07.07.6 of the Zoning Ordinance requires that applicants for Project Plans must provide a briefing for both the Planning Commission and Mayor and Council at a public meeting. This is an opportunity to answer questions and provide comments on the application. The applicant is encouraged to revise the application pursuant to comments received at the briefing sessions.

Discussion

The applicant, J. Danshes LLC (“Applicant”), has filed this Project Plan application for 900 Rockville Pike (“Project”) pursuant to Section 25.07.07 of the Zoning Ordinance. The Applicant proposes to amend the existing approved Planned Development for the property to allow for the construction of a 4,400 square foot retail building (see attached Project Narrative). The

Applicant previously submitted a Project Plan application for this site (PJT2018-00105) but has withdrawn that application and resubmitted due to the amount of time that has elapsed since the initial submittal and changes to the proposal as a result of the planned Bus Rapid Transit (BRT) project along Rockville Pike/MD 355 (see attached Project Narrative and Site Plans regarding the past application and revisions to the proposed development since the initial submittal).

The subject property is approximately 0.63 acres in size and is zoned Planned Development - Champion Billiards (PD-CB). Per Section 25.14.34 the designated equivalent zoning for the PD-CB zone is the Mixed-Use Corridor District zone (MXCD). Per Sec. 25.14.07.e.2, amendment of a Planned Development (PD) requires submittal of a project plan amendment application. This application is for a project plan amendment to the approved PD.

This PD was approved in 2006 by Resolution No. 14-06 and allowed for up to 12,574 square feet of retail space. The site is bounded by Rockville Pike on the west, the WMATA/CSX tracks on the east, and Edmonston Drive on the north. The southern property line abuts a property containing a six-story office building (1010 Rockville Pike) and retail center known as Edmonston Crossing.

The Project will dedicate public right-of-way along Rockville Pike to accommodate the future BRT route and will construct a multi-use path (bicycle and pedestrian) along the site frontage. The proposed interim frontage condition will include the 15-foot multi-use path and a 20-foot landscaped buffer along the Rockville Pike frontage. When the BRT alignment is constructed, the 20-foot buffer will be reduced to three feet after construction of BRT infrastructure. The proposed utility and traffic impacts will be less than previously approved due to the proposed reduction of the building area.

Comparison of Approved Planned Development with the Proposed Project Plan Amendment

Staff is providing this comparison to help the Planning Commission understand the purpose of the requested Project Plan amendment and relationship to the approved Project Plan. Since the initial Planned Development approval, a number of revisions have been adopted to the Zoning Ordinance and the Comprehensive Plan, including the adoption of the Landscaping, Screening and Lighting Manual in 2008, the 2016 Rockville Pike Neighborhood Plan, and the 2021 Rockville 2040 Comprehensive Plan.

Approved Planned Development - Champion Billiards:

1. Use – Furniture/Retail up to 12,574 square feet
2. Height – 35 feet/2 stories
3. Open Area – 28%
4. Build-to Line/Setbacks – Reduced from 135 to 85 feet, at the second story along Rockville Pike (MD 355), minimum setback of 29 feet from Edmonston Drive.

5. Landscaping – No landscape buffer required around the perimeter of the property at the time the project plan was approved.
6. Right-of-Way Improvements – 6-foot sidewalk on Rockville Pike (MD 355) separated by landscape berm (approximately 10 feet); shared use path adjacent to the Metro tracks if requested.
7. Public Access Easement/Public Improvement Easement (PAE/PIE) - No PAE/PIE provided along Rockville Pike (MD 355) for shared use path and Bus Rapid Transit Use.
8. Storm Water Management - the previously approved Storm Water Management (SWM) Concept approval is not grandfathered, and the Pre-App SWM Concept will need to be submitted/approved to meet the current code.
9. Site Access – Same site access with a one-way 18-foot service drive that looped around the site back to the access point.

Proposed Project Plan Amendment:

1. Use – 4,400 square feet of retail
2. Height – 26 feet/1 story
3. Open Area – 15.4%
4. Build-to Line (Maximum Setback)– Reduced from 116 feet to 85 feet by right, proposed build-to-line of 93 feet.
5. Landscaping – Seven-foot Perimeter Buffer Requirement for property lines adjacent to other properties, and ten-foot Perimeter Buffer Requirement for parking lots adjacent to a public right-of-way, waiver to reduce the ten-foot buffer to eight feet, approval required by the Planning Commission at time of Site Plan Review.
6. Right-of-Way Improvements - 15-foot shared use path (8-foot bicycle path and 7-foot pedestrian path) with 20-foot landscape buffer (interim condition) and 3-foot buffer (ultimate condition with BRT).
7. PAE/PIE - provided along Rockville Pike (MD 355) to accommodate the shared use path.
8. Storm Water Management – This development will need to be submitted/approved to meet the current code.
9. Site Access – Same site access and conventional parking lot configuration as the approved development.

Required Waivers

As proposed, several waivers to existing requirements are required for the proposed development. The following is a summary of the required and requested waivers necessary to implement this project. The Planning Commission may provide guidance and direction on these requests at the briefing. The Commission will act on these waivers at the time of site plan approval.

Compliance with Build-to Line: The build-to line acts as the maximum setback for the site. PDP2006-00011 was approved along with a waiver from the normal build-to line requirements of the then-applicable Rockville Pike Neighborhood Plan and the Zoning Ordinance. At the time,

a build-to line was located 135 feet from the centerline of Rockville Pike. The Zoning Ordinance allowed for the 135-foot requirement to be reduced to 85 feet based on the reduced depth of property along Rockville Pike as permitted by the Zoning Ordinance. The property qualified for the reduction, which was granted by the Mayor and Council as part of their approval of PDP2006-00011. The second story of the approved structure was larger than the ground floor, and the second story was located at the 85-foot setback.

The Zoning Ordinance has since been amended to reduce the required build-to line from 135 feet to 116 feet from the centerline of Rockville Pike and has retained the allowance for a by-right reduction to 85 feet for properties less than 300 feet deep. The subject property is less than 300 feet deep, and the depth will be further reduced with the anticipated right-of-way dedication. As such, the build-to line of the building is reduced to 85 feet from the centerline of Rockville Pike; the proposed building is set back 93 feet from the centerline of Rockville Pike, which exceeds the maximum setback of 85 feet from the centerline and requires a waiver.

Compliance with façade percentage at build-to line: Figure 4.9 of the Rockville Pike Neighborhood Plan classifies Rockville Pike/MD 355 as a Major street and Edmonston Drive as a Business District Class II street. Per Sec. 25.13.05.a.2(d), at least 70% of the building façade should be located at the build-to line at the right-of-way frontage of a roadway with a Major classification (Rockville Pike) and 30% of the building façade should be located at the build-to line at the right-of-way frontage of a roadway with a Business District Class II (Edmonston Drive). At the time of project plan approval or site plan approval, these minimum percentages may be reduced for good cause shown and where the reduction is found to be consistent with the recommendations and intent of the master plan.

The proposed build-to line along Rockville Pike is determined by the anticipated right-of-way dedication required to accommodate the future BRT alignment as well as the multi-modal path along the site frontage called for by City master plans. The current proposal is a single-story structure located 93 feet from the centerline of Rockville Pike. As proposed, the development proposes a reduction of the 70% façade percentage requirement to 0% along the Rockville Pike frontage.

Height: Per Sec. 25.13.05.b.2(b)(i), building facades in the MXCD zone should have a height of 35 feet to 50 feet at the street. The proposed building has a height of 26 feet at the street. As this is a guideline and not a standard, no waiver is required.

Minimum Landscaped Buffer Area for Parking Lots: The Landscape, Screening and Lighting Manual requires that parking facilities have a perimeter landscape buffer area of seven feet adjacent to private properties and ten feet adjacent to right-of-way, which includes minimum planting requirements. This is required to be provided along the rear property line adjacent to the Metro/CSX tracks as well as for a portion of the property abutting the adjacent property at 1010 Rockville Pike. The applicant proposes a buffer width of eight feet along the Rockville Pike right-of-way, which will require a waiver. The width of this buffer area may be reduced by the

Planning Commission by up to 25% to achieve a better design solution through provision of walls or fences in lieu of plantings. This approval would occur at the time of Site Plan Review.

Public Notification and Engagement

The applicant held a pre-application area meeting on February 7, 2017. The applicant submitted an application on October 29, 2017 (PRJ2018-00010) and presented at a number of Planning Commission and Mayor and Council briefings. As noted in the Applicant's project description included in the attachments, Mayor and Council provided a number of comments at the June 14, 2021, briefing and requested clarification and refinement of the proposed development related to the BRT alignment. The applicant withdrew the application on March 21, 2023, and submitted a new application. The new application is the subject of this briefing.

The February 7, 2017, pre-application area meeting remains valid, and a post-application area meeting is scheduled for April 25, 2023, to introduce the currently proposed development to the community. Public Notification of the Planning Commission briefing was made pursuant to the requirements of Section 25.21.11.d ("Notice"). Mailed notification was provided to property owners within the required 1,500-foot radius on April 12, 2023.

Boards and Commissions Review

In accordance with Section 25.05.05.6 of the Zoning Ordinance, the Mayor and Council will be briefed on the project following the Planning Commission briefing. The purpose of the briefing is for the applicant to inform officials about the proposal, including a project overview and review schedule, and to answer questions and receive comments on the proposal. The Mayor and Council briefing is tentatively scheduled for May 8, 2023.

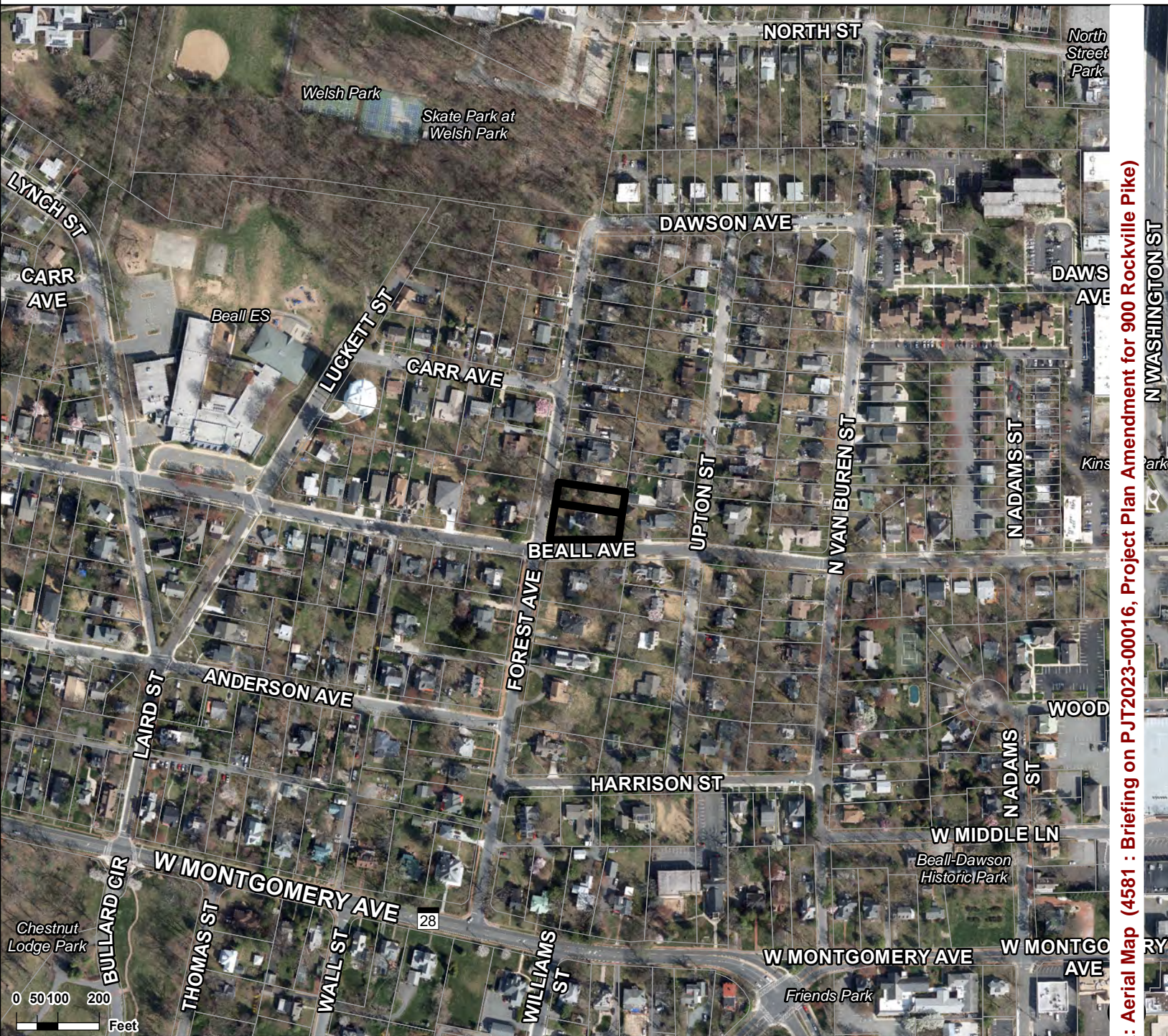
Next Steps

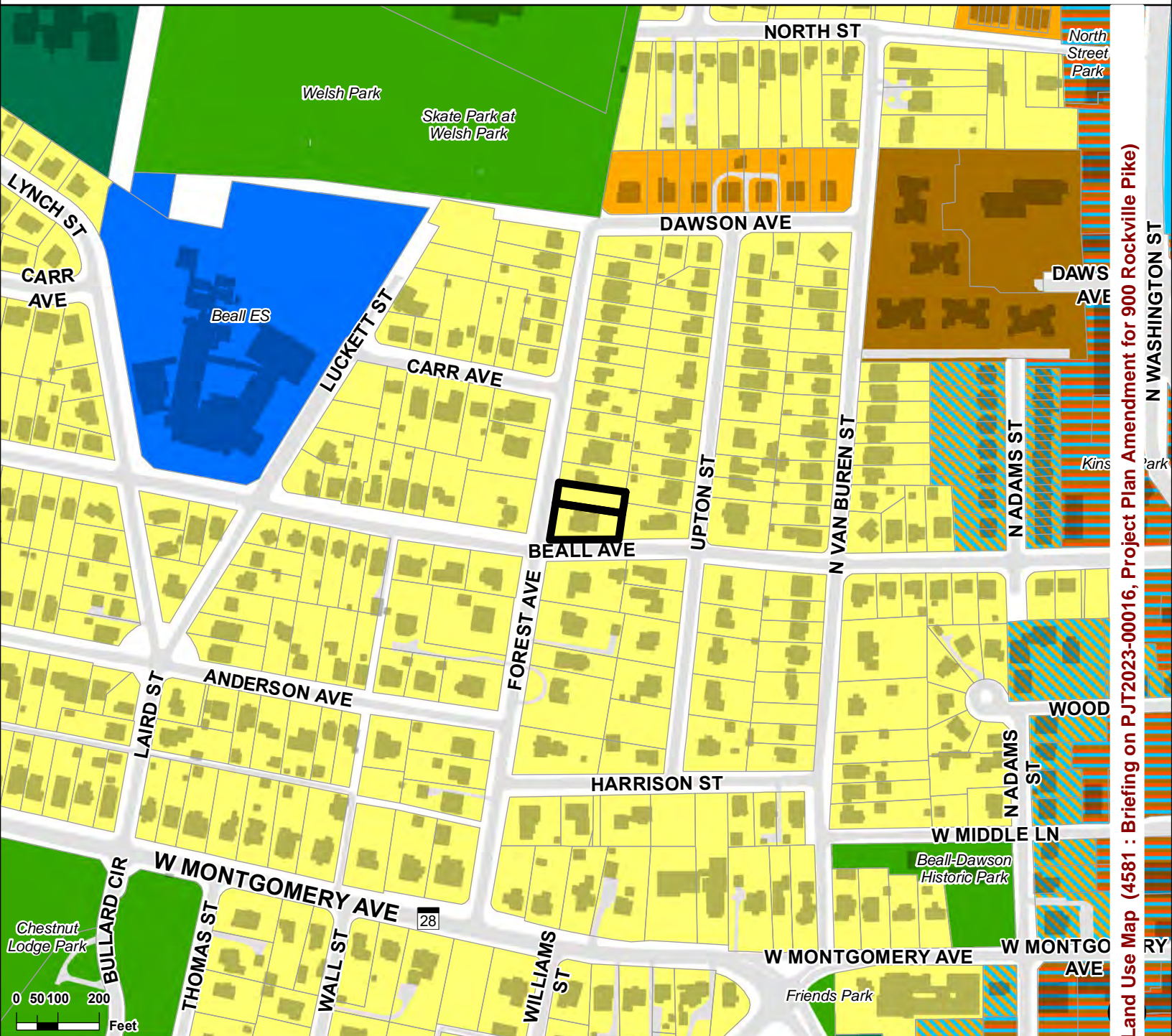
The Applicant is encouraged to make any revisions to the proposal as needed, pursuant to comments received at briefing sessions, public hearings, and Development Review Committee (DRC). The Planning Commission must review the application, as revised, at a public meeting and provide an opportunity for public comment. After its review, the Commission shall prepare and transmit its comments and recommendation on the application to the Mayor and Council.

Following the Commission review, the application will be scheduled for a public hearing at Mayor and Council. Upon hearing all evidence, the Mayor and Council will render a final decision on the Project Plan application via adoption of a resolution, incorporating the findings as required by Section 25.07.01.b.2 of the Zoning Ordinance. If the application is approved, the Mayor and Council will establish a time period in which construction of the approved project plan must commence. Following Project Plan approval, the project will require site plan approval from the Planning Commission.

Attachments






Attachment 1.2.A: Aerial Map (PDF)
Attachment 1.2.B: Land Use Map (PDF)
Attachment 1.2.C: Zoning Districts Map (PDF)
Attachment 1.2.D: Plan Set (PDF)
Attachment 1.2.E: Project Narrative (PDF)
Attachment 1.2.F: Resolution No. 14-06 (PDF)










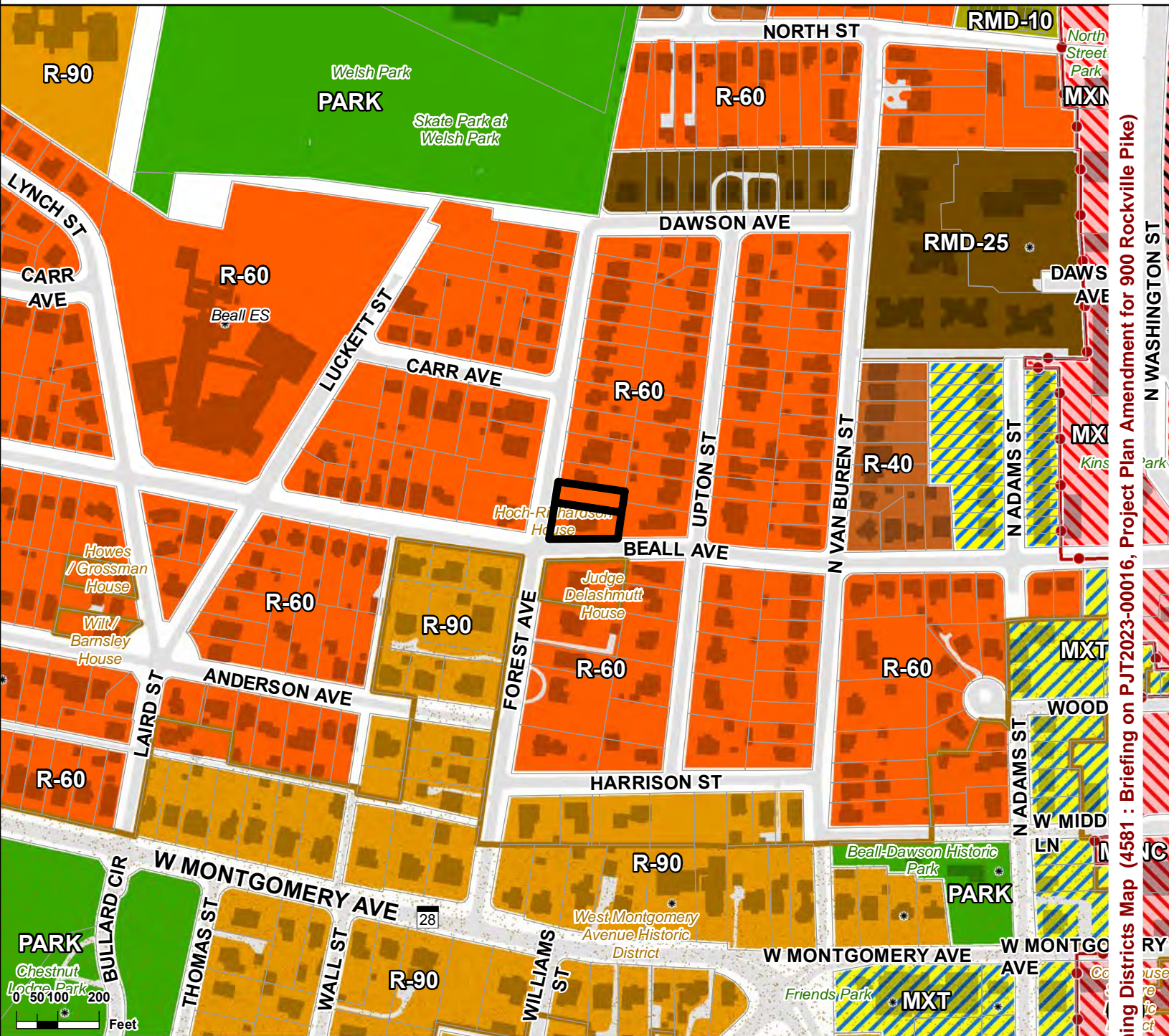
Attachment 1.2.B: Land Use Map (4581 : Briefing on PJT2023-00016, Project Plan Amendment for 900 Rockville Pike)

Land Use Policy Designations

-  RD - Residential Detached
-  RA - Residential Attached
-  RF - Residential Flexible
-  RM - Residential Multiple Unit
-  RO - Residential and/or Office

-  O - Office
-  C - Commercial
-  CRM - Commercial and Residential Mix
-  OCRM - Office, Commercial and Residential Mix
-  CI - Civic and Public Institutional

-  I - Private Institution
-  P - Public Park
-  OSP - Open Space Private
-  SI - Service Industrial
-  SRM - Service Industrial and Residential Mix
-  Potential Future Park Asterisk

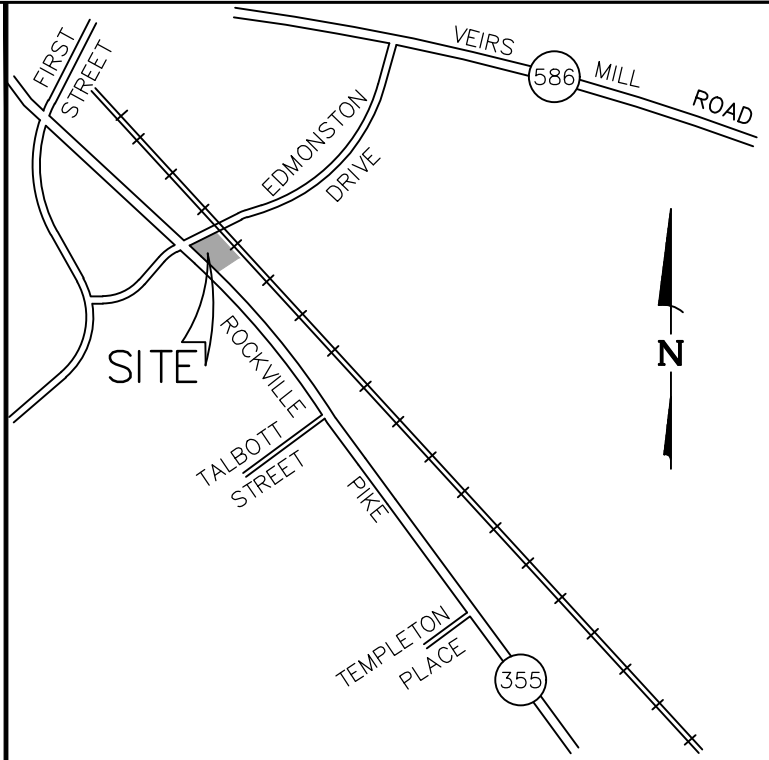


DANSHES CENTER ON THE PIKE

SAINT MARYS P214

PROJECT PLAN PJT2018-00010

Community Planning &
Development Services
Received
04/04/2023



VICINITY MAP
SCALE 1" = 2,000'



Civil Engineers
Land Planners
Landscape Architects
Land Surveyors

9220 Wightman Road, Suite 120
Montgomery Village, MD 20886
Phone: 301.670.0840
www.mhgpa.com

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Professional Certification

I hereby certify that these documents were prepared or
approved by me, and that I am a duly licensed
Professional Engineer under the Laws of the State of
Maryland. Lic. No. 16905 Exp. Date: 04.21.2024

OWNER:
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ATTORNEY:
MILLER, MILLER & CANBY
200-B MONROE STREET
ROCKVILLE, MD,
JODY KLINE
301-738-2051

REVISIONS		
NO.	DESCRIPTION	DATE
	SUBMIT PROJECT PLAN	12/13/22

TAX MAP GR561 WSSC 217NW06

L. 44329 F. 159

4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MARYLAND

DANSHES CENTER ON
THE PIKE

ST. MARY'S
PARCEL P214

PROJ. MGR	BJD
DRAWN BY	BJD/KDJ
SCALE	1"= 20'
DATE	11/09/22

PROJECT PLAN
COVER SHEET

PJ 1.0

PROJECT NO.	2004.115.33
SHEET NO.	OF

CONCEPT PLAN SHEET INDEX	
PJ 1.0	COVER SHEET
PJ 2.0	SITE PLAN
PJ 3.0	OPEN SPACE EXHIBIT
LS2.01	LANDSCAPE PLAN
L9.01	PRELIMINARY FOREST CONSERVATION PLAN
L9.02	PRELIMINARY FOREST CONSERVATION PLAN
A100	FLOOR PLAN
A200	BUILDING ELEVATIONS
A201	BUILDING ELEVATIONS
EX1.0	FIRE APPARATUS PLAN
EX1.1	TRUCK MOVEMENT EXHIBIT (REFUSE)

SITE DATA	
SUBJECT PROPERTY:	PARCEL 214, L-28469 F-567
TRACT AREA:	25,862 S.F. OR 0.59 AC.
ROW DEDICATION	6,523 S.F. OR 0.15 AC
LOT AREA:	19,339 S.F. OR 0.44 AC
ZONING CLASSIFICATION:	PD-CB (CHAMPION BILLIARDS) WITH A DESIGNATED EQUIVALENT ZONE OF MXCD (MIXED USE CORRIDOR DISTRICT) ROCKVILLE NEIGHBORHOOD PLAN MIDDLE/NORTH PIKE-EAST PLANNING AREA (SECT. 25.14.34.b)
PROPERTY ADDRESS:	900 ROCKVILLE PIKE
TAX ACCOUNT No.:	04-02406134
PROPOSED USE:	RETAIL


DEVELOPMENT STANDARDS (MXCD-SECT. 25.13.05.b)		
	REQUIRED/ALLOWED	PROPOSED
TRACT AREA	NONE PRESCRIBED	25,862 S.F. or 0.59 AC.
BUILDING SETBACK REQUIREMENTS		
ROCKVILLE PIKE	0'	0'
EDMONSTON DRIVE	0'	0'
SIDE – MXCD ZONE	0' OR 10'	150'
REAR - WMATA	0' OR 10'	15'
BUILD-TO-LINE REQUIREMENT (SECT.25.13.05.B)	85' (1)	92'
MAXIMUM BUILDING HEIGHT	75'	26.67' (2)
BUILDING AREA	NONE PRESCRIBED	4,400 S.F. (2)
PARKING SETBACK REQUIREMENTS		
ROCKVILLE PIKE (SECT. 4.d.2(a))	10'	8'(3)
SIDE - MXCD ZONE (SECT. 4.d.2(b)(iv))	7'	10'
REAR – WMATA (SECT. 4.d.2(b)(iv))	7'	7' (MIN.)
SITE OPEN SPACE (4)(5)	15.0% or 2,900 S.F.	15.4% or 2,984 S.F.
PUBLIC USE SPACE (4)(5)	15.0% or 2,900 S.F.	34% or 6,617 S.F.
OFF STREET PARKING AND LOADING		
PARKING		
RETAIL (4,400 S.F.) (1)	1/200 S.F. = 22 SPACE	25 SPACES
HANDICAP ACCESSABLE SPACES	1	1 (VAN SPACE)
BICYCLE SPACES - LONG TERM (LT), SHORT TERM (ST)		
RETAIL (4,400 S.F.) (2)	ST 2/5K S.F. = 2 LT 2/12K S.F. = 1	4 ST BIKE SPACES 1 LT LOCKER
SURFACE PARKING FACILITY		
INTERNAL LANDSCAPING		
PARKING LOT AREA = 8,285 S.F.	5.0% or 414 S.F.	8% or 677 S.F.

- NOTES:
- PURSUANT TO SECTION 25.17.08.b.3(a)
 - INFORMATION PROVIDED BY PROJECT ARCHITECT
 - PURSUANT TO SECTION 4.d.2(b)(vi) A REDUCTION OF THE LANDSCAPE STRIP ADJOINING A STREET RIGHT OF WAY IS BEING REQUESTED AS PART OF THIS APPLICATION.
 - PURSUANT TO SECTION 25.13.05.b, SITE WITH LESS THAN 20,000 S.F. AND WITHIN THE ROCKVILLE NEIGHBORHOOD PLAN AREA REQUIRE 15% PUBLIC OPEN SPACE AND 15% OPEN SPACE
 - PURSUANT TO SECTION 25.03.02, PUBLIC OPEN SPACE MAY CONSIST OF OPEN AREAS RECOMMENDED IN THE MASTER PLAN, INCLUDING ENHANCED PUBLIC WALKWAYS AND OFF-SITE PUBLIC IMPROVEMENTS. THE PROPOSED SHARED USE PATH HAS BEEN INCLUDED IN THE PUBLIC OPEN SPACE CALCULATION. SEE OPEN SPACE EXHIBIT, SHEET PJ3.0

THE BUILDING FOOTPRINTS, BUILDING HEIGHTS, ON-SITE PARKING, SITE CIRCULATION, AND SIDEWALKS SHOWN ON THIS PRELIMINARY PLAN OF SUBDIVISION ARE ILLUSTRATIVE. THE FINAL LOCATIONS OF BUILDINGS, STRUCTURES AND HARDSCAPE WILL BE DETERMINED AT THE TIME OF SITE PLAN. PLEASE REFER TO THE ZONING DATA TABLE FOR DEVELOPMENT STANDARDS SUCH AS SETBACKS, BUILDING HEIGHT, AND LOT COVERAGE FOR EACH LOT. OTHER LIMITATIONS FOR SITE DEVELOPMENT MAY ALSO BE INCLUDED IN THE CONDITIONS OF THE PLANNING BOARD'S APPROVAL.

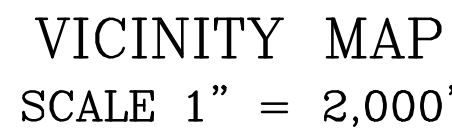
LEGEND

EXISTING		PROPOSED
370	CONTOUR (10')	370
374	CONTOUR (2')	374
x 374.0	SPOT ELEVATION	+ 74.0
	CURB & GUTTER	
	CONCRETE	
	ASPHALT	
	BUILDING WALL	
	BUILDING OVERHANG	
	RETAINING WALL	
	PARKING SPACE QUANTITY	
	LIMITS OF DISTURBANCE	
8" W (DDM.)	WATER LINE (DOMESTIC)	8" W (D)
8" W (FIRE)	WATER LINE (FIRE)	8" W (F)
FH	FIRE HYDRANT	
6" S	SEWER LINE	6" S
15" RCP	STORM DRAIN LINE	15" RCP
	TRENCH DRAIN	
	STORM DRAIN STRUCTURE NUMBER	88
	OVERHEAD UTILITY WIRES	
	NATURAL GAS LINE	
	UNDERGROUND ELECTRIC	
	UNDERGROUND COMMUNICATIONS	
	FENCING	
	EASEMENT	
	PROPERTY BOUNDARY	
	LIGHT POLE	
	TREE	
	SIGN	



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FOR UTILITY LOCATIONS
CONTACT "ONE CALL" AT 811
AT LEAST 48 HOURS
PRIOR TO CONSTRUCTION



LEGEND

Professional Certification
I hereby certify that these documents were prepared or
approved by me, and that I am a duly licensed
Professional Engineer under the Laws of the State of
Maryland. Lic. No. 16905 Exp. Date. 04.21.2024

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4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MARYLAND

DANSHES CENTER ON THE PIKE

**ST. MARY'S
PARCEL P214**

DATE 12/2022

PROJECT PLAN

SITE PLAN

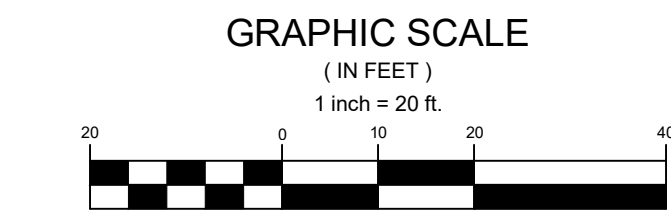
PJ 2.0

SHEET NO. _____ OF _____

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	TANGENT	CHORD BEARING	CHORD
C1	3879.72'	172.99'	2°33'17"	86.51'	N 44°10'52" W	172.97'
C2	152.00'	66.96'	25°14'25"	34.03'	N 56°05'43" E	66.42'



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Professional Certification
I hereby certify that these documents were prepared or prepared under the direct supervision and professional seal of the undersigned, who is duly licensed and in good standing with the State of Maryland. License No. 16665 Exp. Date 04/21/2024

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ST. MARY'S PARCEL P214

PROJ. MGR	BJD
DRAWN BY	BJD/KDJ
SCALE	1"= 20'
DATE	12/2022

PROJECT PLAN

OPEN SPACE AND GREEN AREA EXHIBIT

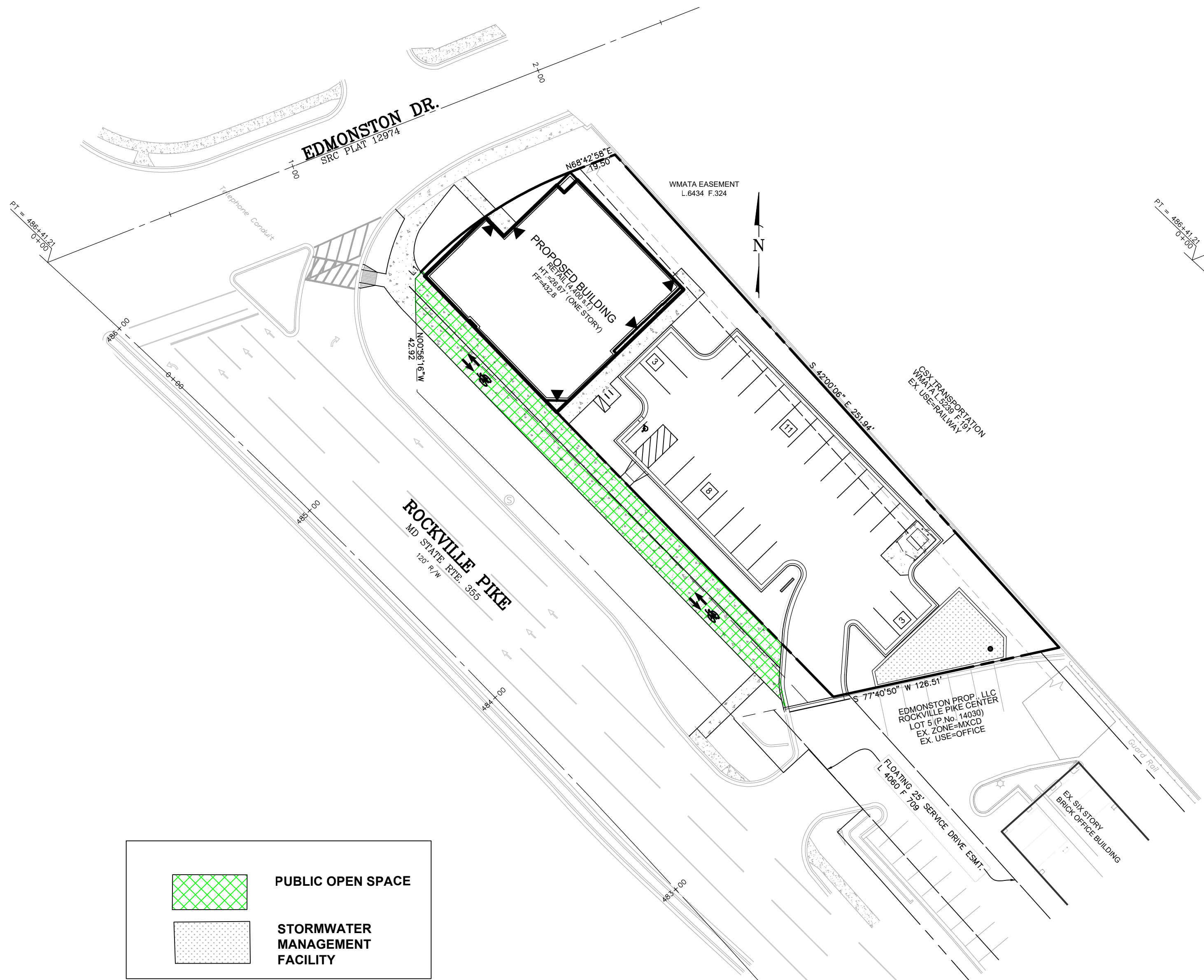
PJ 3.0

PROJECT NO. 2004.115.33
SHEET NO. OF

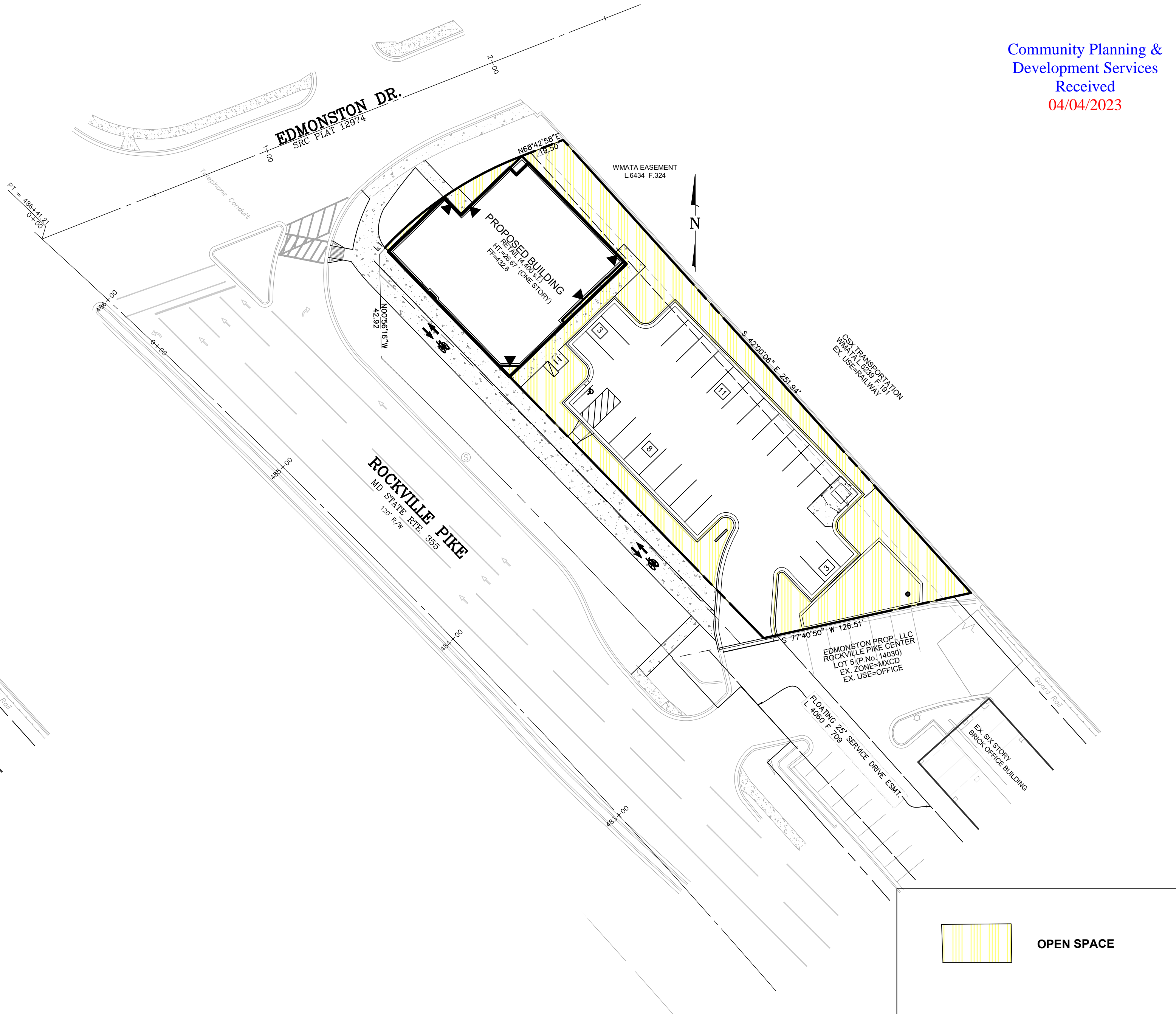
GENERAL PROJECT PLAN NOTE

UNLESS SPECIFICALLY NOTED ON DRAWING OR IN THE PLANNING BOARD CONDITIONS OF APPROVAL, THE BUILDING FOOTPRINTS, BUILDING HEIGHTS, SETBACKS, ON-SITE PARKING, SITE CIRCULATION, AND SIDEWALKS SHOWN ON THIS SKETCH PLAN ARE ILLUSTRATIVE. THE FINAL DETAILS OF BUILDINGS, STRUCTURES, AND HARDSCAPE WILL BE DETERMINED AT THE TIME OF SITE PLAN REVIEW.

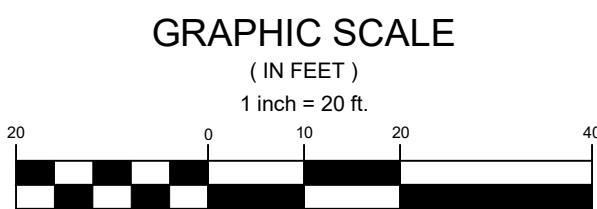
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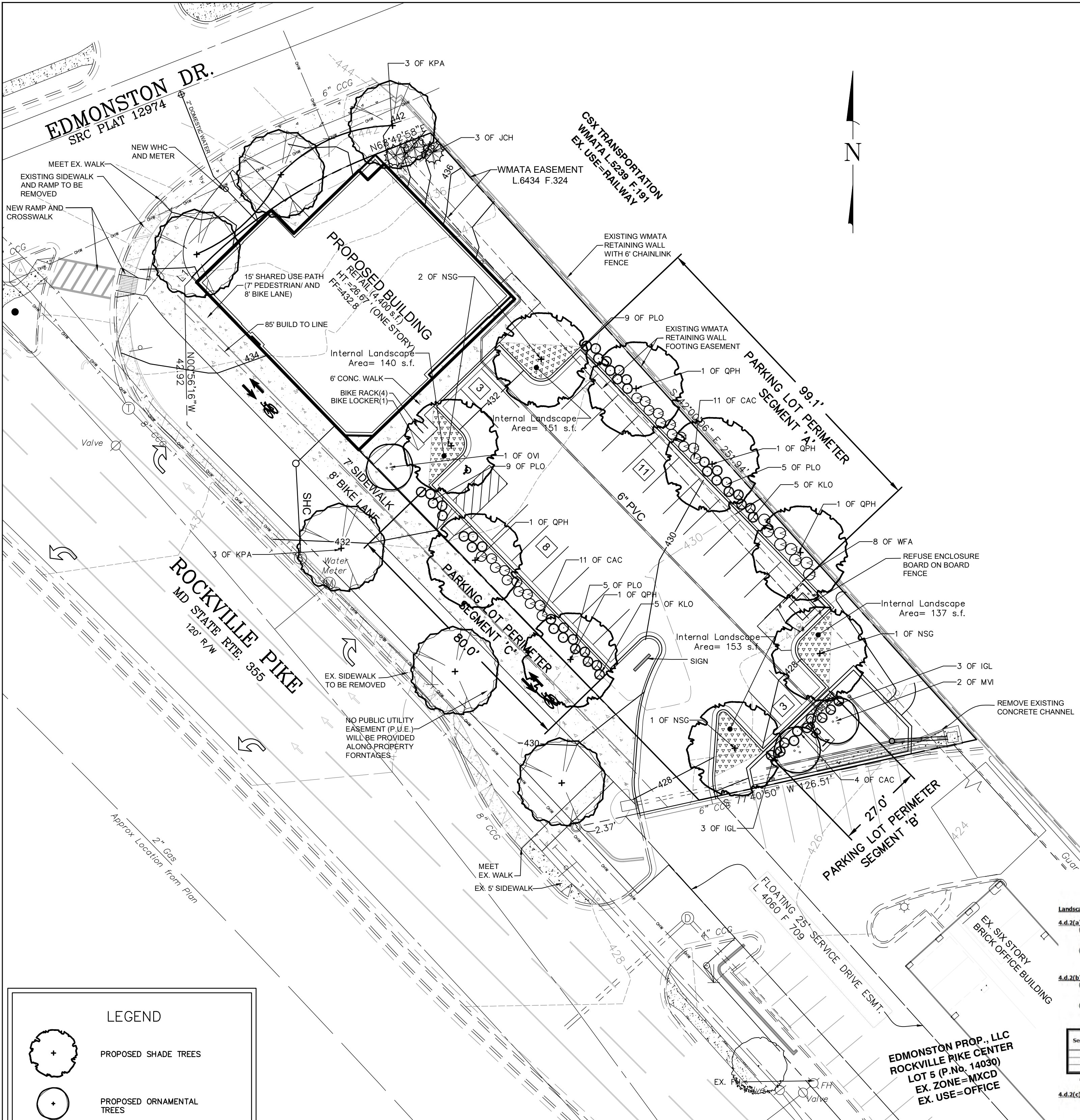


LOT AREA= 19,339 S.F.
PUBLIC OPEN SPACE REQUIRED: 15.0% OR 2,900 S.F.
PUBLIC OPEN SPACE PROVIDED: 15.4% OR 2,984 S.F.
-PER DEFINITIONS,PUBLIC OPEN SPACE MAY CONSIST OF OPEN AREAS RECOMMENDED IN THE MASTER PLAN, INCLUDING ENHANCED PUBLIC WALKWAYS AND OFF-SITE PUBLIC IMPROVEMENTS



LOT AREA= 19,339 S.F.
OPEN SPACE REQUIRED: 15.0% OR 2,900 S.F.
OPEN SPACE PROVIDED: 34% OR 6,617 SF





LEGEND

PROPOSED SHADE TREES

PROPOSED ORNAMENTAL TREES

PROPOSED SHRUBS

EXISTING TREES

PROPOSED INTERNAL PARKING FACILITY AREA

PROPOSED INTERNAL LANDSCAPED AREA

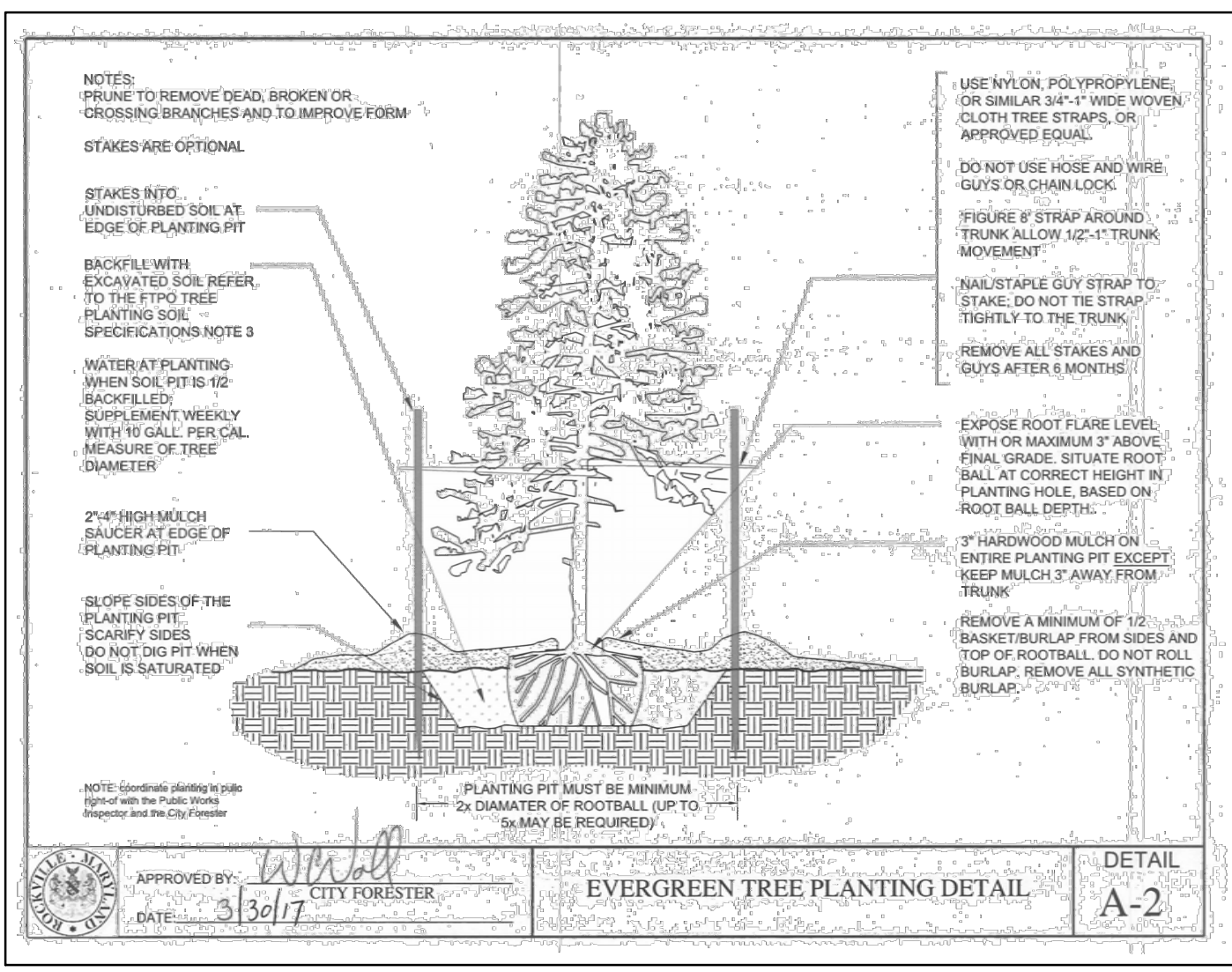
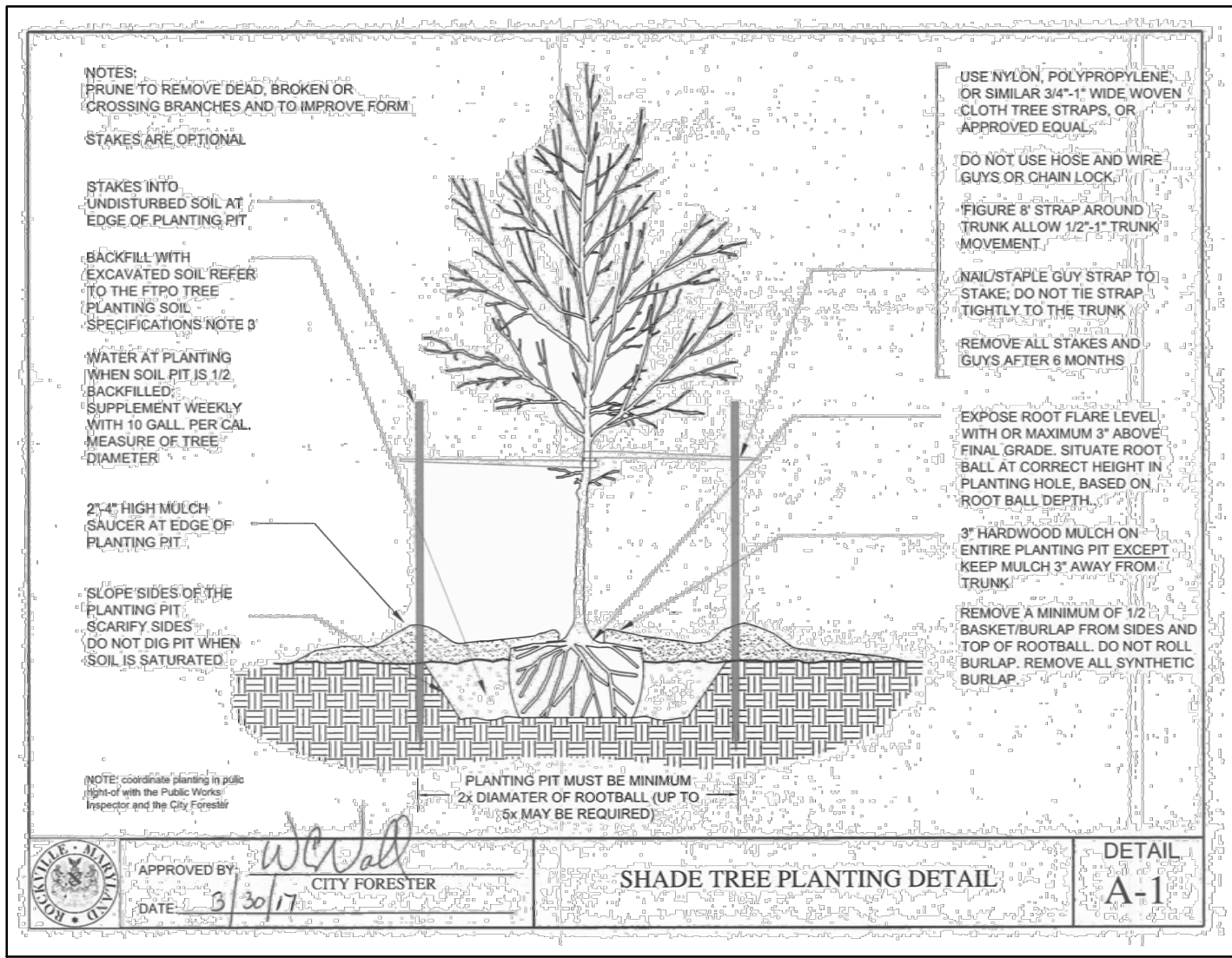
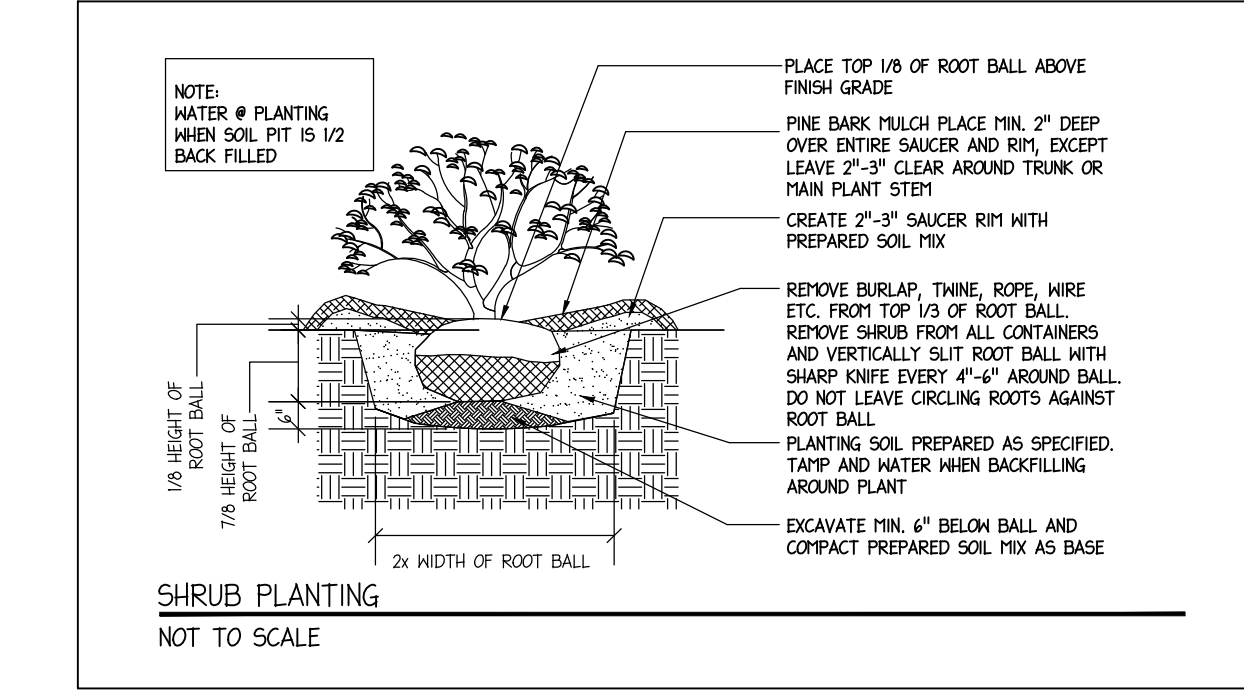
NATIVE PLANT COUNTS	
Total Shade Trees: 15	
Native Shade Trees: 9	
Percent Native: 60%	
Total Number of Trees: 21	
Native Trees: 12	
Percent Native: 57%	
Total Number of Shrubs: 78	
Native Shrubs: 34	
Percent Native: 43%	

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AT LEAST 48 HOURS
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LANDSCAPE PLANT LIST							
KEY	QTY	BOTANICAL NAME	COMMON NAME	CAL	HGT	SPD	ROOT
SHADE TREES							
QPH	5	Quercus phellos	Willow Oak	2 1/2'-3"			B&B
KPA	6	Koeleria paniculata	Golden Raintree	2 1/2'-3"			B&B
NSG	4	Nyssa sylvatica 'Green Gable'	Green Gable Black Gum	2 1/2'-3"			B&B
EVERGREEN TREES							
JCH	3	Juniperus chinensis 'Hetzi Columnaris'	Columnar Hetzi Juniper		5-6'		B&B
ORNAMENTAL TREES							
OV	1	Ostrya virginiana	American Hazelnut		7-8'		Multi-stem
MV	2	Magnolia virginiana	Sweetbay Magnolia		7-8'		B&B
SHRUBS							
KLO	19	Kalmia latifolia 'Olympic Fire'	Olympic Fire Mountain Laurel	24-30"		#3 Cont.	48" o.c.
CAC	9	Clethra alnifolia 'Sixteen Candles'	Sixteen Candles Summersweet	18-24"		#3 Cont.	36" o.c.
PLO	28	Prunus laurocerasus 'Otto Luyken'	Otto Luyken Cherry Laurel	18-24"		#3 Cont.	36" o.c.
VFA	9	Weigela florida 'Alexandra'	Wine & Roses Weigela	24-30"		#3 Cont.	42" o.c.
IGL	6	Ilex glabra	Inkberry	18-24"		#3 Cont.	36" o.c.

- General Planting Notes — Quality Assurance
- All plant material shall be in accordance with the American Standard for Nursery Stock Latest Edition, published by AmericanForth.
 - All plants shall be wholesome, healthy, vigorous, free from plant diseases, insect pests and their eggs, and shall have healthy, normal top and root systems. Plants shall be nursery-grown stock and freshly dug.



PLANTING NOTES

- THIS PLAN IS FOR PLANTING PURPOSES ONLY.
- CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL PLANT MAINTENANCE, INCLUDING SHRUBS AND GROUND COVER, AND SHALL MAINTAIN AREA IN A NEAT AND DEBRIS FREE CONDITION, THROUGHOUT THE ONE YEAR GUARANTEE PERIOD.
- CONTRACTOR SHALL LAY OUT AND CLEARLY STAKE ALL PROPOSED IMPROVEMENTS INCLUDED ON THIS PLAN.
- CONTRACTOR IS RESPONSIBLE FOR CONTACTING MISS UTILITY PRIOR TO BEGINNING CONSTRUCTION FOR LOCATION OF ALL UTILITY LINES. TREES SHALL BE LOCATED A MINIMUM OF 5 FEET FROM SEWER/WATER CONNECTIONS. CONTRACTOR SHALL BE LIABLE FOR DAMAGE TO ANY AND ALL PUBLIC OR PRIVATE UTILITIES.
- QUANTITIES AS SHOWN ON THE PLAN SHALL GOVERN OVER PLANT LIST QUANTITIES. CONTRACTOR TO VERIFY PLANT LIST TOTALS WITH QUANTITIES SHOWN ON PLAN. LANDSCAPE ARCHITECT SHALL BE ALERTED BY CONTRACTOR OF ANY DISCREPANCIES PRIOR TO FINAL BID NEGOTIATION. UNIT PRICES FOR ALL MATERIAL SHALL BE SUPPLIED TO THE OWNER AT BIDDING TIME.
- ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE LANDSCAPE ARCHITECT. OWNER SHALL RECEIVE TAG FROM EACH PLANT SPECIES AND A LIST OF PLANT SUPPLIERS. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL MEET THE NORMAL REQUIREMENTS FOR THE VARIETY PER THE AMERICAN STANDARD FOR NURSERY STOCK, LATEST EDITION, PUBLISHED BY AMERICANHORT. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY UPON THE APPROVAL OF THE LANDSCAPE ARCHITECT.
- CONTRACTOR IS RESPONSIBLE FOR SOIL TESTING AND PREPARATION AS OUTLINED IN THE CURRENT EDITION OF THE LANDSCAPE SPECIFICATION GUIDELINES OF THE LANDSCAPE CONTRACTORS ASSOCIATION OF MD-DC-VA (LCA). PREPARATION SHALL INCLUDE, BUT NOT NECESSARILY BE LIMITED TO, THE ADDITION OF SOIL AMENDMENTS, FERTILIZERS AND SUPPLEMENTAL TOPSOIL AS INDICATED BY TESTING, AND SUBGRADE, FINAL GRADE AND FINISH GRADE SOIL PREPARATION.
- WHERE TREES ARE PLANTED IN ROWS, THEY SHALL BE UNIFORM IN SIZE AND SHAPE.
- SIZES SPECIFIED IN THE PLANT LIST ARE MINIMUM SIZES TO WHICH THE PLANTS ARE TO BE JUDGED. FAILURE TO MEET MINIMUM SIZE ON ANY PLANT WILL RESULT IN REJECTION OF THAT PLANT.
- ALL PLANTS SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL BRANCHED, FREE OF DISEASE, INSECT EGGS, AND LARVAE, AND SHALL HAVE ADEQUATE ROOT SYSTEMS.
- ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.
- GROUPS OF SHRUBS SHALL BE PLACED IN A CONTINUOUS MULCH BED WITH SMOOTH CONTINUOUS LINES. ALL MULCHED BED EDGES SHALL BE CURVILINEAR IN SHAPE FOLLOWING THE CONTOUR OF THE PLANT MASS UNLESS OTHERWISE NOTED. TREES LOCATED WITHIN FOUR FEET OF SHRUB BEDS SHALL SHARE SAME MULCH BED.
- NO EXISTING TREES SHALL BE REMOVED WITHOUT WRITTEN AUTHORIZATION FROM THE OWNER EXCEPT WHERE NOTED ON PLANS. NO GRUBBING SHALL OCCUR WITHIN EXISTING TREE AREAS.
- TREES SHALL BE LOCATED A MINIMUM OF 3 FEET FROM WALLS AND WALKS WITHIN THE PROJECT. IF CONFLICTS ARISE BETWEEN ACTUAL SIZE OF AREA AND PLANS, CONTRACTOR SHALL CONTACT LANDSCAPE ARCHITECT FOR RESOLUTION. FAILURE TO MAKE SUCH CONFLICTS KNOWN TO THE OWNER OR LANDSCAPE ARCHITECT WILL RESULT IN CONTRACTOR'S LIABILITY TO RELOCATE MATERIALS.
- LARGE GROWING PLANTS ARE NOT TO BE PLANTED IN FRONT OF WINDOWS, UNDER BUILDING OVERHANGS, OR IN DRAINAGE SHALES. SHRUBS PLANTED NEAR HVAC UNITS TO BE LOCATED SO THAT SHRUBS AT MATURITY WILL MAINTAIN 1-FOOT AIRSPACE BETWEEN UNIT AND PLANT.
- CONTRACTOR TO SLIGHTLY ADJUST PLANT LOCATIONS IN THE FIELD AS NECESSARY TO BE CLEAR OF DRAINAGE SHALES AND UTILITIES. FINISHED PLANTING BEDS SHALL BE GRADED SO AS TO NOT IMPED DRAINAGE AWAY FROM BUILDINGS.
- TREE STAKING SHALL BE DONE PER DETAILS. CONTRACTOR SHALL ENSURE THAT TREES REMAIN VERTICAL AND UPRIGHT FOR THE DURATION OF THE GUARANTEE PERIOD.
- ALL TREE PITS, SHRUB BEDS AND PREPARED PLANTING BEDS ARE TO BE COMPLETELY EXCAVATED IN ACCORDANCE WITH THE PLANTING DETAILS.
- MULCH IS TO BE DOUBLE SHREDDED HARDWOOD BARK FOR TREES AND SHRUBS.
- CROWN OF ROOT FLARE SHALL BE EVEN WITH GRADE OR MAXIMUM 3" HIGHER (AFTER SETTLING) THAN ADJACENT SOIL.
- TAGS AND TWINE ARE TO BE REMOVED AND BURLAP IS TO BE ROLLED BACK ONE-HALF ON ALL B&B PLANT MATERIAL. BASKET IS TO BE CUT HALFWAY DOWN THE ROOTBALL.
- SHRUBS SHALL BE TRIANGULARLY SPACED AT SPACING SHOWN ON PLANTING PLANS WHERE SPACING IS INDICATED.
- SHADE TREES- HEIGHT SHALL BE MEASURED FROM THE CROWN OF THE ROOT FLARE TO THE TOP OF MATURE GROWTH. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH. SINGLE TRUNK TREES SHALL BE FREE OF "Y" CROTCHES THAT COULD BE POINTS OF WEAK LIMB STRUCTURE OR DISEASE INFESTATION.
- SHRUBS- HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE HEIGHT OF THE TOP OF THE PLANT. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENTS ARE NOT TO INCLUDE ANY TERMINAL GROWTH.
- SUBSTITUTIONS OF PLANT MATERIAL ARE NOT ALLOWED. SUBSTITUTIONS MAY RESULT IN LIABILITY TO THE CONTRACTOR.
- ALL CONTRACTORS SHALL BE REQUIRED TO COMPLETELY REMOVE ALL TRASH, DEBRIS AND EXCESS MATERIALS FROM THE WORK AREA AND THE PROPERTY (ESPECIALLY AT ALL CURB, GUTTERS AND SIDEWALKS) DAILY DURING INSTALLATION.
- DEAD PLANTS ARE TO BE REMOVED FROM THE JOB BY THE CONTRACTOR ON A MONTHLY BASIS. CONTRACTOR SHALL MAINTAIN AN UPDATED, COMPREHENSIVE LIST OF ALL DEAD MATERIALS REMOVED AND PRESENT A COPY OF THE LIST TO THE OWNER AT THE END OF EVERY MONTH DURING THE CONTRACT PERIOD.
- CONTRACTOR SHALL BE RESPONSIBLE TO REGRADE, HYDRO-SEED, STRAW MULCH, AND TACK ALL LAWN AREAS DISTURBED AS THE RESULT OF HIS WORK.
- THE OWNER IS REQUIRED TO WARRANTY THE TREES COUNTED FOR AFFORESTATION/REFORESTATION FOR FIVE YEARS TO THE CITY OF ROCKVILLE. THE WARRANTY PERIOD SHALL BEGIN ONLY UPON COMPLETION OF A SATISFACTORY PLANTING INSPECTION BY THE CITY FORESTER. CONTRACTOR SHALL GUARANTEE TO OWNER ALL LANDSCAPE IMPROVEMENTS, INCLUDING SEEDING, FOR ONE FULL YEAR AS REQUIRED BY THE SPECIFICATIONS. CONTRACTOR MUST CONTACT THE OWNER AND CITY FORESTER AT LEAST 10 WORKING DAYS IN ADVANCE TO SCHEDULE ACCEPTANCE INSPECTION(S). CONTRACTOR MUST REPLACE ALL DEAD OR UNACCEPTABLE PLANTS DURING THE FOLLOWING RECOMMENDED PLANTING SEASON.
- THE SPECIFICATIONS FOR ALL WORK INCLUDED IN THIS CONTRACT SHALL BE FROM THE LANDSCAPE SPECIFICATION GUIDELINES BY THE LANDSCAPE CONTRACTORS ASSOCIATION MD-DC-VA (LCA), CURRENT EDITION, UNLESS OTHERWISE NOTED ON THESE PLANS.
- ANY PLANTING WHICH IS SHOWN ADJACENT TO CONDENSER UNITS SHALL BE PLANTED AS REQUIRED TO SCREEN THE UNITS. SHOULD THE CONDENSER UNITS BE INSTALLED IN LOCATIONS DIFFERENT FROM THOSE SHOWN ON THE PLAN IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO INSTALL THE MATERIALS AROUND THE CONDENSERS AND TO ADJUST OTHER ADJACENT PLANTING ACCORDINGLY.
- FOR INFORMATION REGARDING APPROPRIATE PLANTING PERIODS FOR DIFFERENT SPECIES, SEE THE LATEST EDITION OF THE LANDSCAPE SPECIFICATION GUIDELINES FROM THE LANDSCAPE CONTRACTORS ASSOCIATION OF MD-DC-VA PART I-EXTERIOR LANDSCAPE INSTALLATION, SECTION 1.12 (A-G) AT WWW.LANDCDOVA.ORG.

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240-333-2067

ATTORNEY:
MILLER, MILLER & CANBY
200-B MONROE STREET
ROCKVILLE, MD,
JODY KLINE
301-738-2051

NO.	DESCRIPTION	DATE
	SUBMIT PROJECT PLAN	12/12/22

TAX MAP GR561	WSSC 217N06
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L. 44329 F. 159

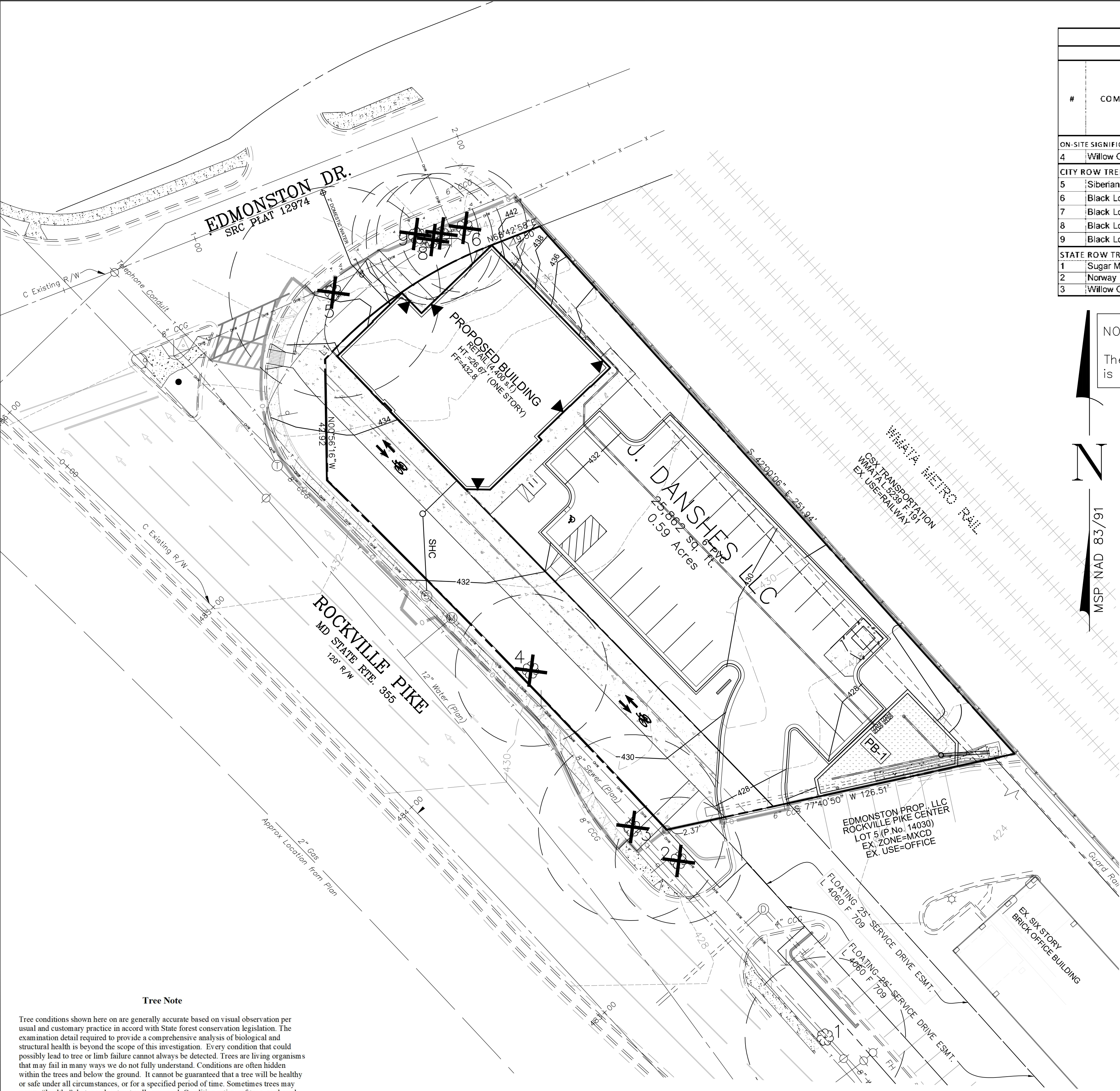
4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MARYLAND

DANSHES CENTER ON
THE PIKE

ST. MARY'S
PARCEL P214

PROJ. MGR	BJD
DRAWN BY	FCJ
SCALE	1" = 20'
DATE	12/20/22

LANDSCAPE PLAN	
PROJECT NO.	2004.115.33
SHEET NO.	1 OF 1

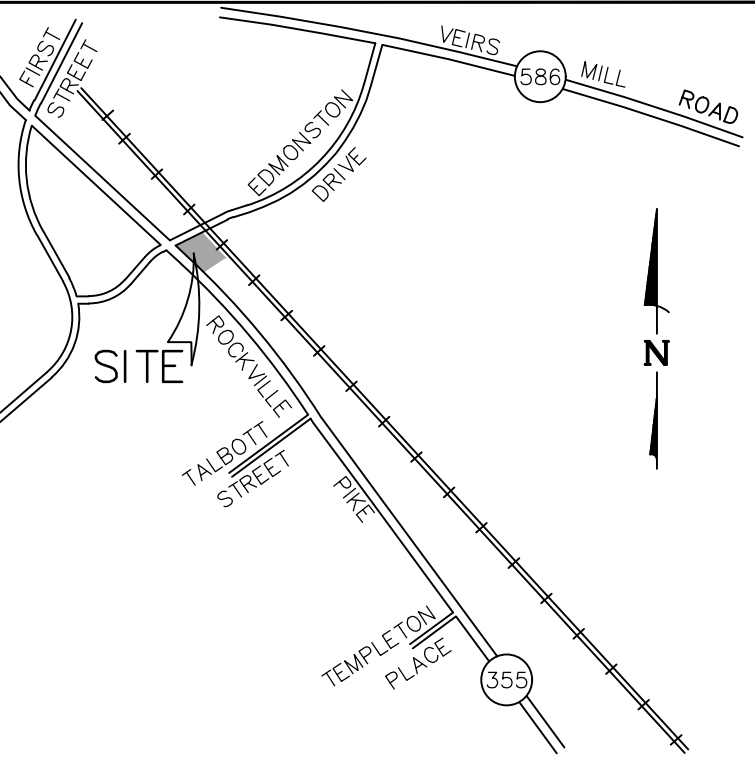
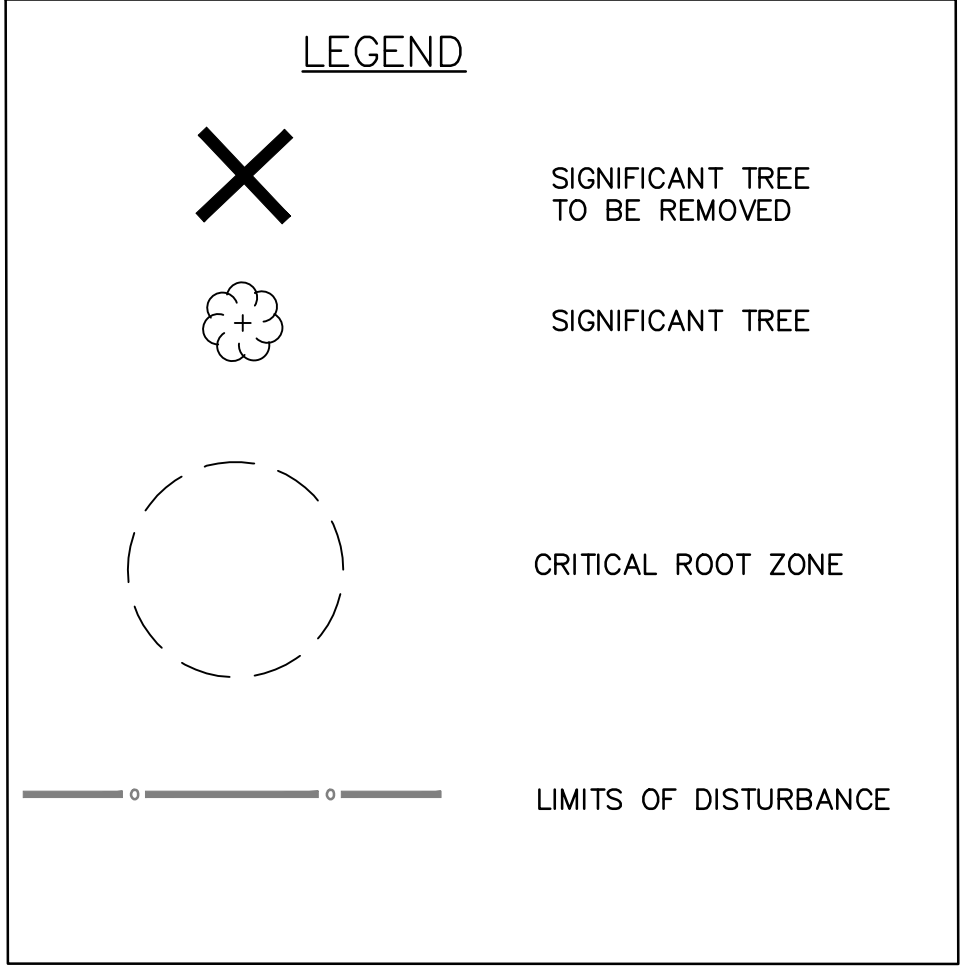


Tree Note

Tree conditions shown here on are generally accurate based on visual observation per usual and customary practice in accord with State forest conservation legislation. The examination detail required to provide a comprehensive analysis of biological and structural health is beyond the scope of this investigation. Every condition that could possibly lead to tree or limb failure cannot always be detected. Trees are living organisms that may fail in many ways we do not fully understand. Conditions are often hidden within the trees and below the ground. It cannot be guaranteed that a tree will be healthy or safe under all circumstances, or for a specified period of time. Sometimes trees may appear "healthy", but may be structurally unsound. Condition ratings of trees are based solely on the opinion of MHG and may be inconsistent with the opinion of the City of Rockville Forestry Staff. MHG assumes no liability for injury or property damage that may occur as a result of tree failure on this property.

SIGNIFICANT TREE SUMMARY CHART								
NRI					PFC7/FC2			
#	COMMON NAME	SCIENTIFIC NAME	DBH	Area CRZ	CTLA %	DISPOSITION (SAVE/REMOVE)	% CRZ IMPACT	REPLACEMENT REQD.
ON-SITE SIGNIFICANTS >= 12" DBH								
4	Willow Oak	Quercus phellos	18	2289	69	Remove	100%	1 N/A
CITY ROW TREE								
5	Siberian Elm	Ulmus pumila	25	4416	84	Remove	100%	1 N/A
6	Black Locust	Robinia pseudoacacia	15	1590	91	Remove	100%	1 N/A
7	Black Locust	Robinia pseudoacacia	7	346	91	Remove	100%	0 N/A
8	Black Locust	Robinia pseudoacacia	6	254	84	Remove	100%	0 N/A
9	Black Locust	Robinia pseudoacacia	6	254	84	Remove	100%	0 N/A
STATE ROW TREE								
1	Sugar Maple	Acer saccharum	19	2550	72	Save	0%	0 N/A
2	Norway Maple	Acer platanoides	15	1590	75	Remove	100%	0 N/A
3	Willow Oak	Quercus phellos	22	3419	66	Remove	100%	0 N/A
Total Replacements Required:								3

NOTE:
The site area is less than 40,000 s.f. and no forest conservation is required.



VICINITY MAP
SCALE 1" = 2,000'

Community Planning & Development Services
Received
04/04/2023



Civil Engineers
Land Planners
Landscape Architects
Land Surveyors

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Phone: 301.670.0840
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Frank C. Johnson
12/15/2022

DATE
RECOGNIZED AS QUALIFIED PROFESSIONAL BY
MD DEPT. OF NATURAL RESOURCES
COMAR 08.19.06.01

Qualified Professional Certification
I hereby certify that the information shown hereon is correct and that this plan has been prepared in accordance with the requirements of the existing state and county forest conservation legislation.

OWNER:
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jdashes@yahoo.com

ARCHITECT:
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7735 OLD GEORGETOWN ROAD
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JODY KLINE
301-738-2051

REVISIONS		
NO.	DESCRIPTION	DATE
	SUBMIT PROJECT PLAN	12/12/22

TAX MAP GR561 WSSC 217NW06

L. 44329 F. 159

4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MARYLAND

DANSHES CENTER ON THE PIKE

ST. MARY'S PARCEL P214

PROJ. MGR BJD

DRAWN BY FCJ

SCALE 1"= 20'

DATE 12/2022

PRELIMINARY FOREST CONSERVATION PLAN

PROJECT NO. 2004.115.33

SHEET NO. 1 OF 2

L9.01



Civil Engineers
Land Planners
Landscape Architects
Land Surveyors

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Frank C. Johnson

FRANK C. JOHNSON
12/15/2022

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JODY KLINE
301-738-2051

REVISIONS		
NO.	DESCRIPTION	DATE
	SUBMIT PROJECT PLAN	12/12/22

TAX MAP GR561 WSSC 217N06

L. 44329 F. 159

4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MARYLAND

DANSHES CENTER ON
THE PIKE

ST. MARY'S
PARCEL P214

PROJ. MGR BJD

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SCALE 1"= 20'

DATE 12/2022

PRELIMINARY FOREST
CONSERVATION PLAN

L9.02

PROJECT NO. 2004.115.33

SHEET NO. 2 OF 2

MINIMUM TREE COVER TABLE

TRACT AREA	0.59 AC
MTC REQUIRED (Zone MXCD = 10%)	0.059 AC
MTC PROVIDED:	
6 SHADE TREES x 400 S.F. each	= 2,400 S.F.
1 ORNAMENTAL TREES x 200 S.F. each	= 200 S.F.
	2,600 S.F. or
	0.059 AC

LANDSCAPE PLANT LIST

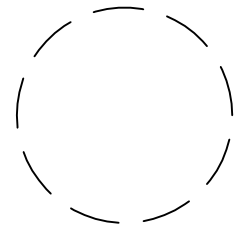
KEY	QTY	BOTANICAL NAME	COMMON NAME	CAL	HGT	ROOT	SPACING	CREDIT
SHADE TREES								
*QPH	5	Quercus phellos	Willow Oak	2 1/2'-3'		B&B		1 Replacement
KPA	6	Koeleruteria paniculata	Golden Rain tree	2 1/2'-3'		B&B		2 Replacement
*NSG	4	Nyssa sylvatica 'Green Gable'	Green Gable Black Gum	2 1/2'-3'		B&B		
EVERGREEN TREES								
JCH	3	Juniperus chinensis 'Hetzi Columnaris'	Columnar Hetzi Juniper		5-6'	B&B		
ORNAMENTAL TREES								
*OVI	1	Ostrya virginiana	American Hophornbeam		7-8'	B&B	Multi-stem	
*MVI	2	Magnolia virginiana	Sweetbay Magnolia		7-8'	B&B	Multi-stem	
TOTAL:								3 Replacement

* Native

LEGEND



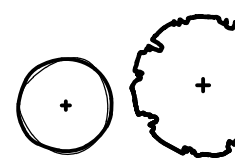
SIGNIFICANT TREE TO REMAIN



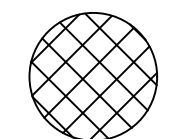
CRITICAL ROOT ZONE



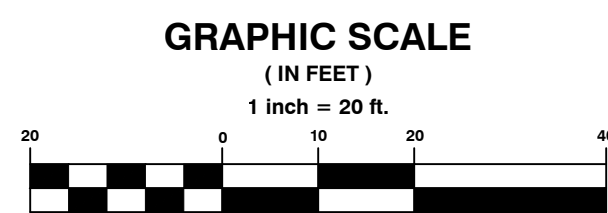
LIMITS OF DISTURBANCE



PROPOSED TREE



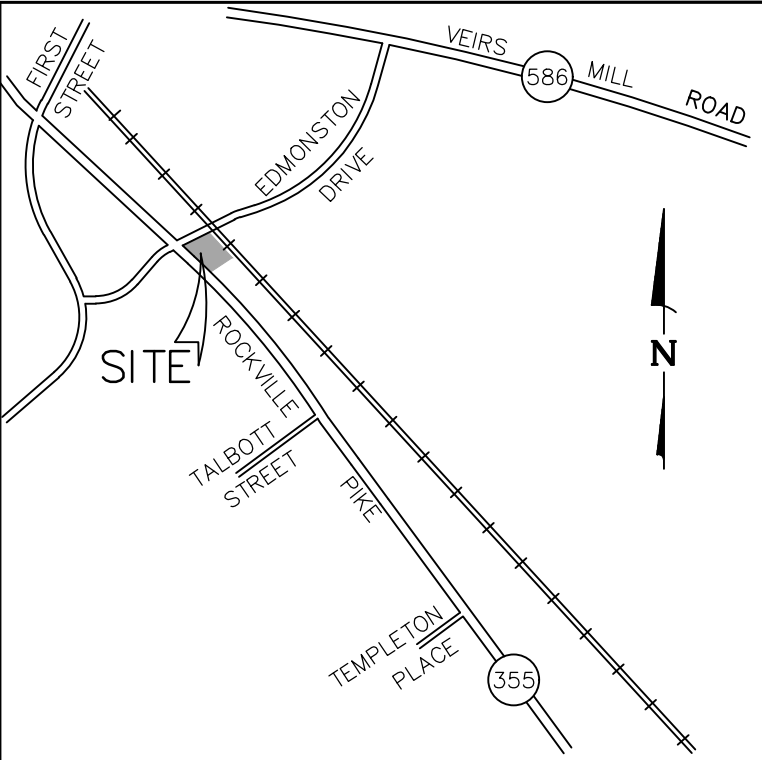
REPLACEMENT TREE CREDIT



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Call before you dig.

FOR UTILITY LOCATIONS
CONTACT "ONE CALL" AT 811
AT LEAST 48 HOURS
PRIOR TO CONSTRUCTION

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VICINITY MAP
SCALE 1" = 2,000'

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Phone: 301.670.0840
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Professional Certification
I hereby certify that these documents were prepared or
approved by me, and that I am a duly licensed
Professional Engineer under the Laws of the State of
Maryland. Lic. No. 16905 Exp. Date: 04.21.2024

OWNER:
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ATTORNEY:
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ROCKVILLE, MD,
JODY KLINE
301-738-2051

REVISIONS		
NO.	DESCRIPTION	DATE
	SUBMIT PROJECT PLAN	12/13/22

TAX MAP GR561 WSSC 217NW06

L. 44329 F. 159

4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MARYLAND

**DANSHES CENTER ON
THE PIKE**

**ST. MARY'S
PARCEL P214**

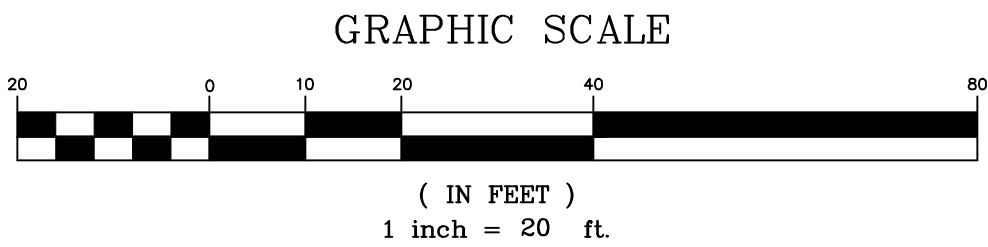
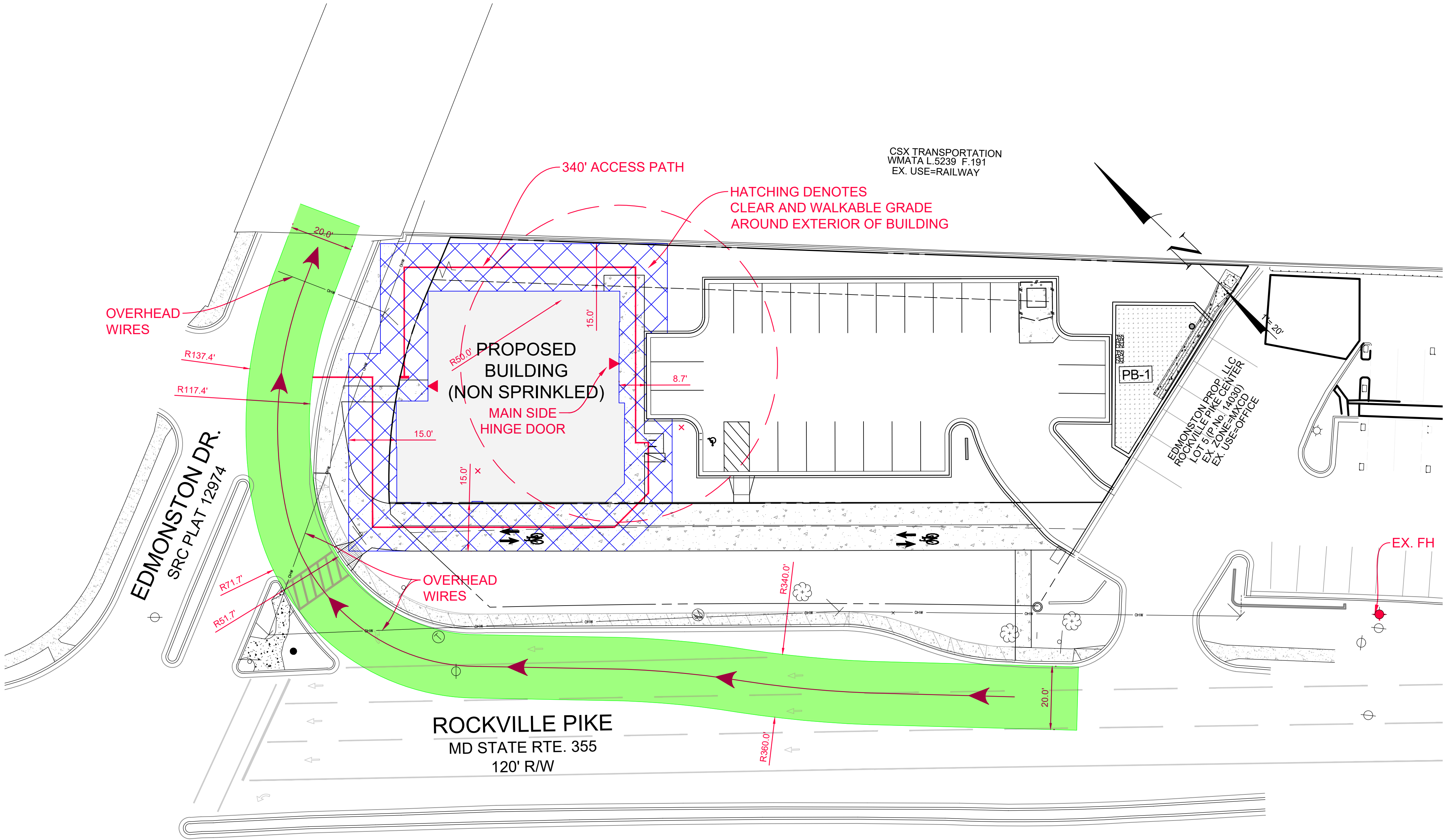
PROJ. MGR	BJD
DRAWN BY	JDP
SCALE	1"= 20'
DATE	12/2022

PROJECT PLAN

**FIRE APPARATUS
ACCESS PLAN**

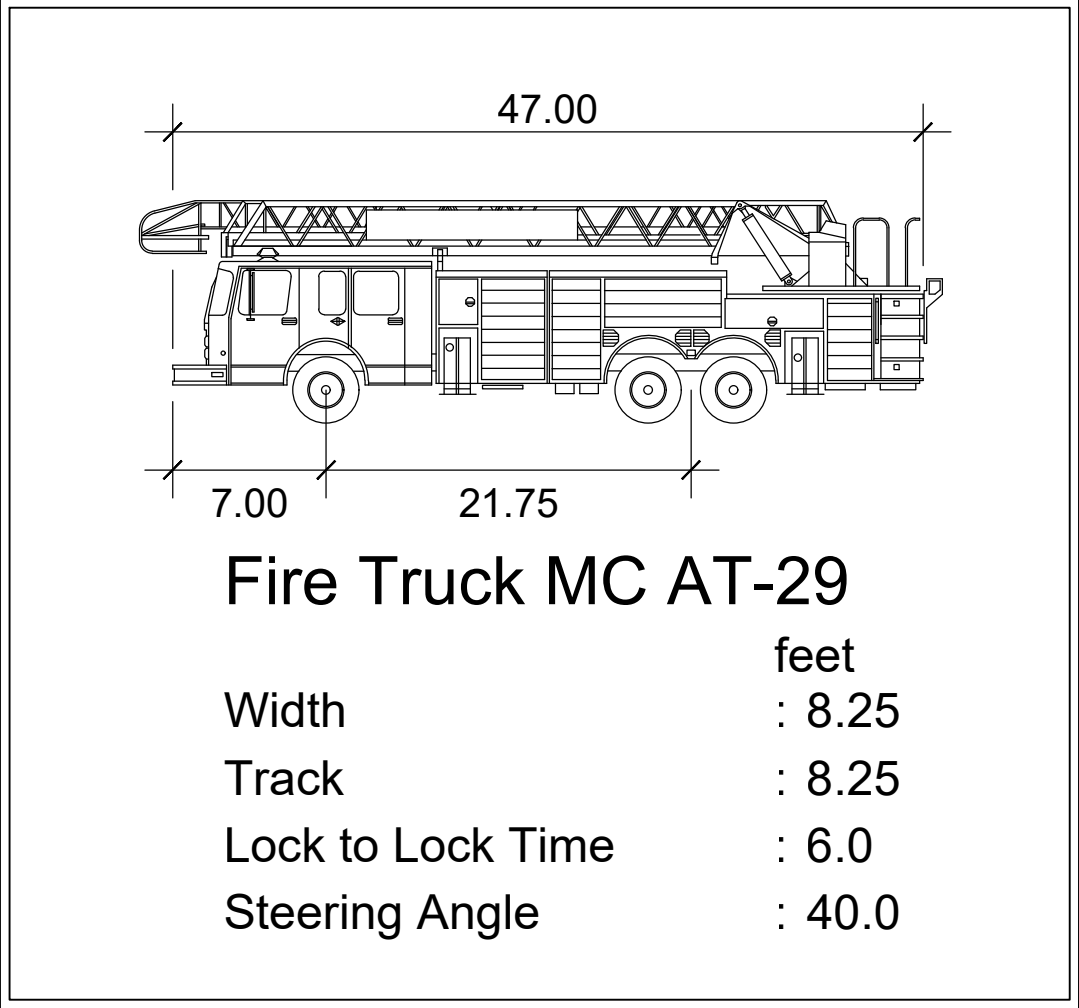
EX 1.0

PROJECT NO.	2004.115.33
SHEET NO.	1 OF 1

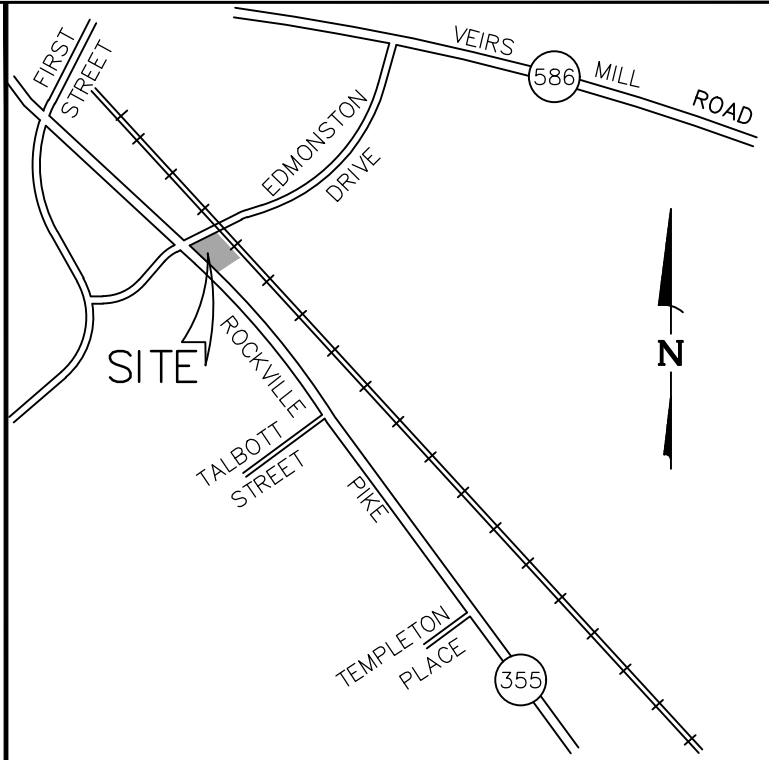


HEIGHT & AREA ANALYSIS SPRINKERED MULTI-STORY = SM	CONSTRUCTION TYPE IIB
GROUND FLOOR BUILDING AREA LIMITATION PER STORY (SM) - MERCANTILE USE GROUP M (IBC 2015 TABLE 506.2)	X SF ACTUAK 37,500 SF MAX PERMITTED
ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE - MERCANTILE USE GROUP M PER IBC 2015 TABLE 504.4	3 STORIES MAX PERMITTED
ALLOWABLE NUMBER OF STORIES ABOVE GRADE PLANE - BUSINESS USE GROUP B PER IBC 2015 TABLE 504.4	4 STORIES MAX PERMITTED
ACTUAL NUMBER OF STORIES (ABOVE GRADE PLANE)	2 STORY
ALLOWABLE H.T ABOVE GRADE PLANE PER IBC 2015 TABLE 504.3-MERCANTILE USE GROUP M OR BUSINESS USE GROUP B	75 FEET
ACTUAL H.T ABOVE GRADE PLANE PER IBC 2015 TABLE 504.3	27'
REQUIRED SEPARATION OF B/M/S-1 OCCUPANCIES PER 2015 IBC TABLE 508.4	NO SEPARATION REQUIRED
REQUIRED SEPARATION OF BUSINESS & MERCANTILE OCCUPANCIES PER 2015 NFPA 101 TABLE 6.1.1.4.1(6)	2 HOUR FIRE RESITANCE-RATED SEPARATION ASSEMBLY REQUIRED
WHEREAS THE 2015 NFPA 101 REQUIREMENTS FOR THE SEPARATION OF MULTIPLE BUSINESS & MERCANTILE OCCUPANCIES IS MORE RESTRICTIVE, A 2 HOUR FIRE RESISTANCE-RATED HORIZONTAL ASSEMBLY IS REQUIRED	

CODE ANALYSIS		NEW BUILDING
BUILDING CODE	2015 INTERNATIONAL BUILDING CODE	
CONSTRUCTION TYPE	IIB	
USE GROUP	B/M - MIXED USE (NDN SEPARATED)	
NUMBER OF STORIES	1	
HEIGHT	27'	
FULLY SUPPRESSED	NO	
FIRE ALARM	NO	
HIGH RISE	NO	
COVERED MALL	NO	
FLOOR AREA (SF)	TOTAL 'IBC' BUILDING AREA(ONE STORY)	4,400SF



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VICINITY MAP
SCALE 1" = 2,000'

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Professional Certification
I hereby certify that these documents were prepared or approved by me, and that I am a duly licensed Professional Engineer under the Laws of the State of Maryland. Lic. No. 16905 Exp. Date: 04.21.2024

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jdanshes@yahoo.com

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REVISIONS		
NO.	DESCRIPTION	DATE
	SUBMIT PROJECT PLAN	12/13/22

TAX MAP GR561 WSSC 217NW06
L. 44329 F. 159
4TH ELECTION DISTRICT
CITY OF ROCKVILLE
MARYLAND

DANCHE CENTER ON THE PIKE

ST. MARY'S PARCEL P214

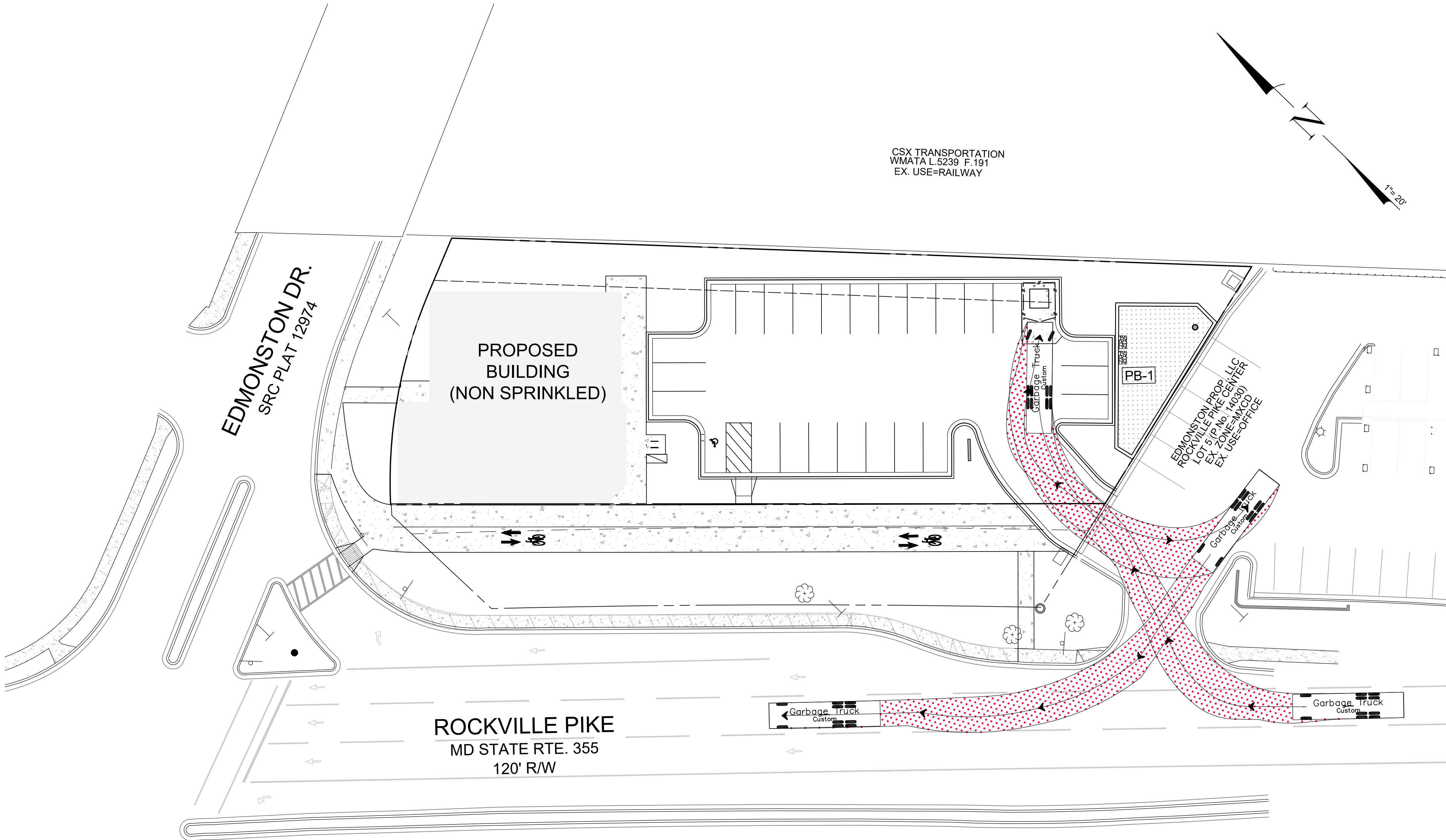
PROJ. MGR	BJD
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SCALE	1"= 20'
DATE	12/2022

PROJECT PLAN

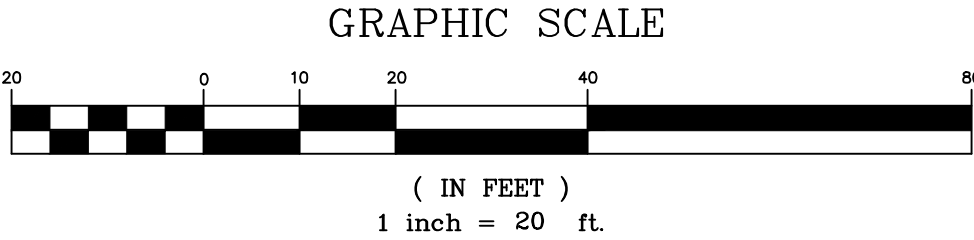
TRUCK MOVEMENT
EXHIBIT (REFUSE)

EX 1.1

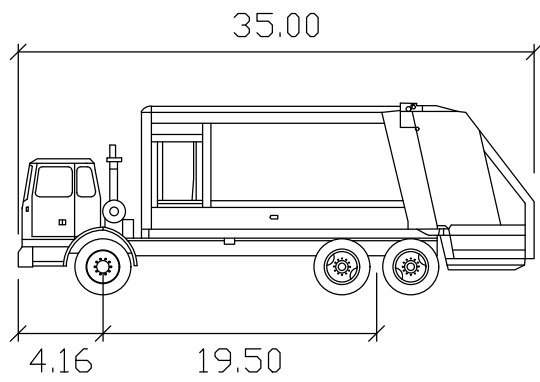
PROJECT NO.	2004.115.33
SHEET NO.	1 OF 1



REFUSE TRUCK TURNING STUDY



GARBAGE TRUCK
TURNING STUDY



Garbage Truck
Width : 8.00
Track : 8.00
Lock to Lock Time : 6.0
Steering Angle : 46.0

GTMARCHITECTS

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(240)333-2000
(240)333-2001 FAX
WWW.GTMARCHITECTS.COM



Seal

Consultants

Project

ROCKVILLE RETAIL
CENTER

900 ROCKVILLE PIKE, ROCKVILLE, MD 20852

Owner

J DANSHES, LLC

Developer

CANOPY REVISION	02/23/2023
PROJECT PLAN	12/13/2022
ISSUE DESCRIPTION	DATE

GTM Project No. 22.0376

Checked By JW

Drawn By NL

Scale AS NOTED

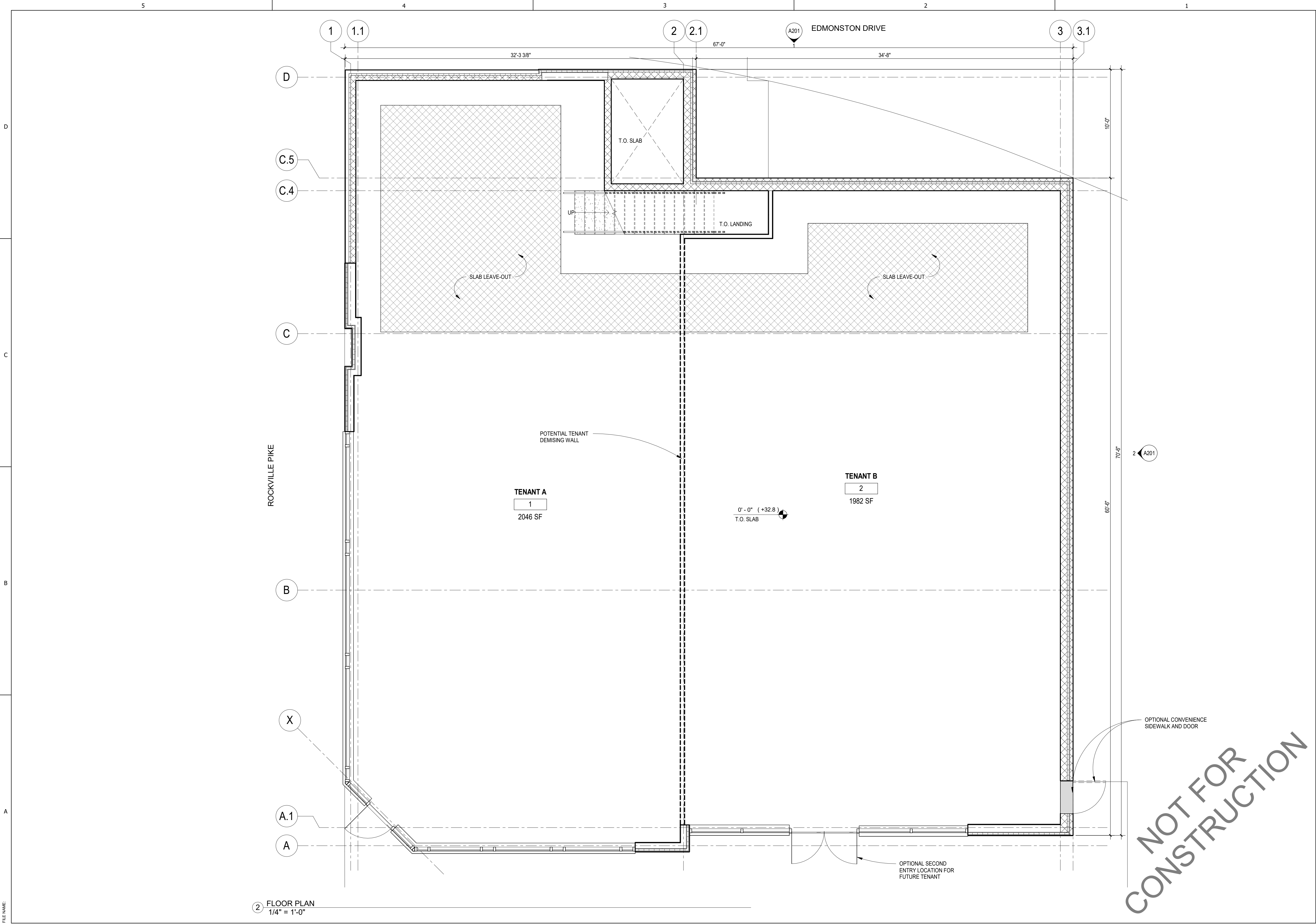
Sheet Title

FLOOR PLAN

Sheet No.

A100

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Seal

Consultants

Project

ROCKVILLE RETAIL
CENTER

900 ROCKVILLE PIKE, ROCKVILLE, MD 20852

Owner

J DANSHES, LLC

Developer

CANOPY REVISION	02/23/2023
PROJECT PLAN	12/13/2022
ISSUE DESCRIPTION	DATE

GTM Project No. 22.0376

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Scale AS NOTED

Sheet Title

EXTERIOR
ELEVATIONS

Sheet No.

A200

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Seal

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ROCKVILLE RETAIL
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Owner

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Scale AS NOTED

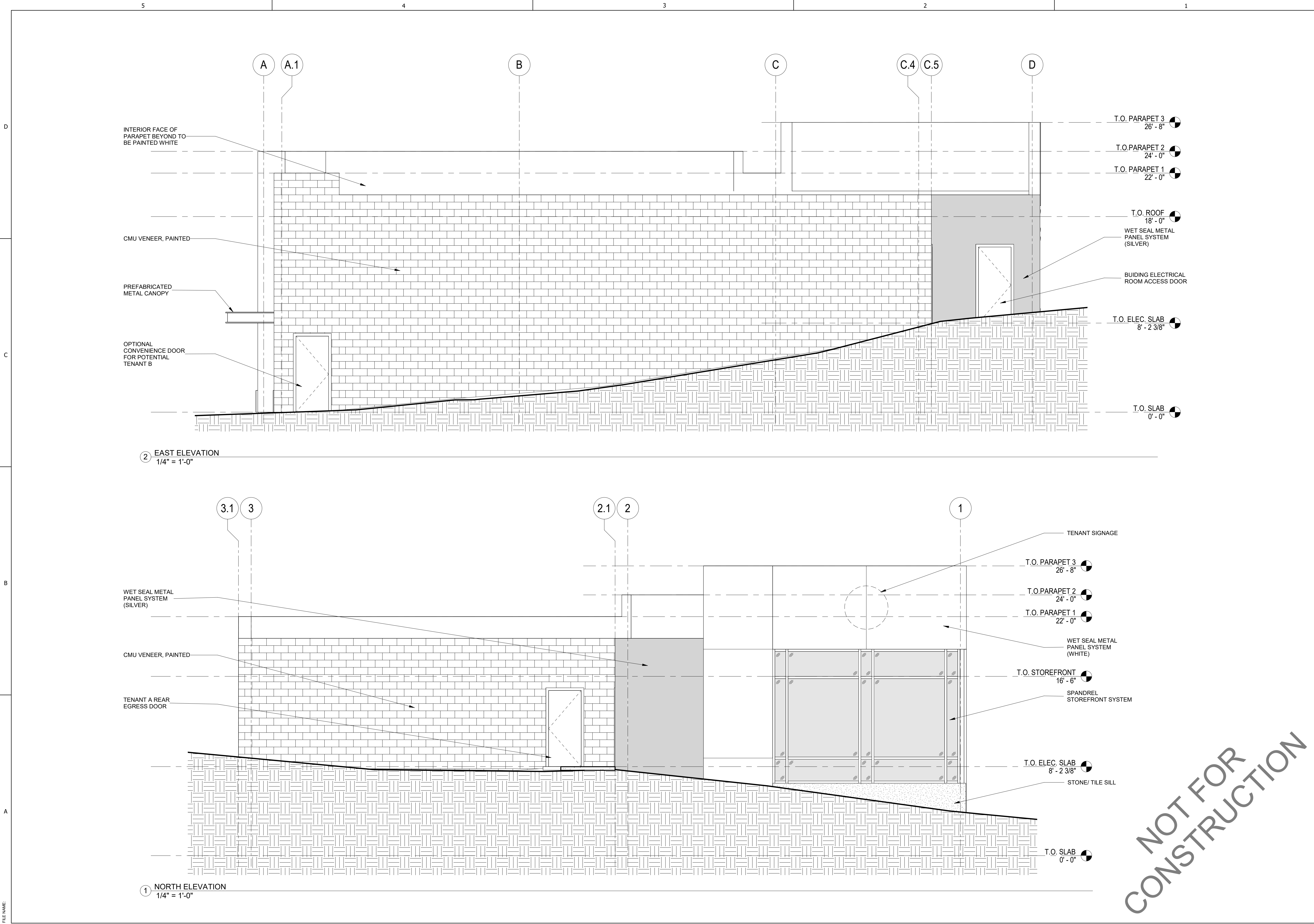
Sheet Title

EXTERIOR
ELEVATIONS

Sheet No.

A201

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NOT FOR
CONSTRUCTION

PROJECT PLAN AMENDMENT APPLICATION FOR 900 ROCKVILLE PIKE

PROJECT DESCRIPTION AND SCOPE OF WORK NARRATIVE

The last time that a Project Plan amendment for this property was presented to the Mayor and City Council of Rockville was in April, 2021. At that time, the Applicant's proposal was for a site covering 25,862 square feet of land area on which was located a two story structure of 6,862 square feet in size supported by 33 parking spaces. That plan was presented to the Mayor and City Council with recommendations for approval by the Planning Department and the Planning Commission.

When the application was reviewed by the Mayor and City Council, there was an extended discussion of whether the proposal would be consistent with public improvements for the design and operation of Rockville Pike (State Route 355) which were not yet completed, or even totally determined. Accordingly, City Council action on Project Plan Amendment PJT 2018-00010 was deferred until a stronger showing could be made by the Applicant that its revised design would not inhibit implementation of the ultimate plans for the design and operation of Rockville Pike. Because of the scope of changes to plans for the subject property since April, 2021, the Applicant has withdrawn pending amendment application No. PJT 2018 - 00010 and wishes to pursue of its current plans through this new application.

Since April, 2021, the City Department of Public Works and the City Planning Department have been coordinating with the State Highway Administration and the Montgomery County Department of Transportation to determine what should be the width of the public right-of-way of Maryland Route 355 in order to accommodate the cumulative contemplated public improvements including vehicle drive lanes, turning lanes, bicycle lanes and sidewalks. The point has been reached in the dialogue between these public agencies about what is the necessary right-of-way needed to facilitate these improvements, and, hence, what is the amount of dedication of private land required to allow for unhindered implementation of these listed public improvements.

This Project Description and Scope of Work narrative is intended to describe the Applicant's current Project Plan Amendment proposal and to address the issues highlighted during the presentation to the Mayor and City Council in April, 2021 that caused deferral of consideration of the original amendment Application. Following is an analysis of the elements of the Applicant's new proposal and its compliance with City requirements including a single request for a waiver where necessary.

A. ANALYSIS OF SITE FEATURES

1. RIGHT OF WAY WIDTH OF ROCKVILLE PIKE

The factor that most dictates what the design of new development at 900 Rockville Pike will look like is the width of the public right-of-way abutting the site. That figure determines how much right-of-way will be required by dedication through the development review process. The amount of land area that will be dedicated to public ROW will then determine the remaining net lot size available for development.

The plan that was presented to the Mayor and City Council in April, 2021 assumed a property line, and a building footprint set on the property line, being 73 feet from the centerline of Rockville Pike. That amount of right-of-way would accommodate a) three through drive lanes on Rockville Pike, b) a right turn lane to eastbound Edmonston Drive, and c) a 10 foot shared use path (combination sidewalk and bike path). As noted earlier in this Project Description, the Mayor and City Council were not comfortable that this configuration would provide the maximum public benefits that the City wanted to achieve in this stretch of Rockville Pike.

City planners and Public Works officials have advised the Applicant that SHA and MCDOT have finally concluded that the necessary width of Rockville Pike on the east side of the roadway adjacent to the subject property must be at least 93 feet from the centerline of the Pike. Within that distance must be located; a) three through drive lanes on the Pike, b) a right turn lane to eastbound Edmonston Drive, c) an 8 foot wide “cycle track”, and d) a 7 foot wide sidewalk. Items (c) and (d) comprise a 15 foot “shared use path”.

2. NET LAND AREA AVAILABLE AFTER DEDICATION

To create the right-of-way land area dictated by the public agencies, the Applicant must dedicate 6,523 square feet of area (0.15 acre, 25.2% of existing lot area) to public use. Said dedication reduces the size of the site from 25,862 (0.59 acre) to 19,339 square feet (0.44 acre). This additional dedication of land area has caused a decrease in the building envelope of the site and has increased the constraints on the development potential of this parcel of land.

3. BUILDING PROPOSAL

The reduction in net land area available for development due to required dedication affects the size of the retail building proposed to be located on the subject property. In 2021, the Applicant had hoped to construct a 6,862 square foot building on the site. In order to accommodate the public facilities to be installed in the to-be-dedicated right-of-way, the Applicant now proposes a building set on the new post-dedication property line, 93 feet from the centerline of Rockville Pike, containing 4400 gross square feet of area, a reduction of 2,462 square feet from the Applicant’s 2021 proposal.

4. PARKING PROPOSAL

Similarly, proposed parking has been reduced due to the more constrained size of the lot and the reduced need for parking spaces due to a smaller building envelope. The plans to which this Statement is attached show that 25 parking spaces are provided, being a reduction of 8 spaces from the 2021 proposal with 33 spaces viewed by the Mayor and City Council.

5. OPEN SPACE COMPUTATIONS

Pursuant to Section 25.13.05.b of the Rockville Zoning Ordinance, a site within the Rockville Pike Neighborhood Plan area containing less than 20,000 square feet of area must provide 15% public use space and 15% open area space. This revised Project Plan Amendment Application provides open space and public use space in the following amounts shown on Table 1. These amounts exceed the minimum Zoning Ordinance standards.

TABLE 1

	Required/Allowed	Proposed
Open Area	15% (2,900 SF)	15.4% (2,984 SF)
Public Use Space	15% (2,900 SF)	34% (6,617 SF)

6. WAIVERS REQUESTED

Pursuant to Section 4.d.2 of the Rockville Landscaping, Lighting and Screening Manual, a landscape strip should be located adjacent to a street right-of-way. This code section requires a 10 foot planting strip. The Applicant can provide only 8 feet for planting where the proposed building does not abut the public right-of-way. The justification for this requested waiver of up to 2 feet is as follows:

- A. As a result of WMATA's easement for the Metro rail line along the east side of the subject property, and the required dedication of right-of-way for Rockville Pike along the property's western frontage, 900 Rockville Pike is one of the narrowest parcels of land on the east side of Rockville Pike, and suffers from a highly constrained building envelope. A modest reduction in the width of the required planting strip from 10 feet to 8 feet will eliminate the pressure to reduce the width of on-site drive lanes thus improving vehicular circulation.
- B. Recognizing that the width of the planting strip is requested to be narrowed, the Applicant has proposed a robust landscaping program within the available planting area. The Landscape Plan (Sheet L2.01) in the Applicant's submission shows a generous volume of plantings that through their number and spacing will create a valuable screen between the site's parking spaces and the adjacent public rights-of-way. The rich planting of shade trees (willow oak), ornamental trees (hornbeam), and shrubs (laurel, summersweet, weigela) more than compensates for the reduced width of the planting strip.
- C. It is interesting, and important, to note that the last 21 months of collaboration between the Applicant and the City has resulted in the elimination of waivers for a) perimeter landscaping requirements along the east (metro) side of the site, b) build-to-line, c) building restriction line, d) one parking space and e) approval of a "fee in lieu" for a portion of the public use space requirement, all of which were part of the Applicant's 2021 Amended Project Plan proposal.

7. COMPLIANCE WITH ZONING ORDINANCE STANDARDS

A. MASTER PLAN COMPLIANCE

This property is located within the Middle/North Pike – East area of the 2016 Rockville Pike Neighborhood Plan (“Plan”). While the Plan makes no specific recommendation affecting the land use of the subject property, it does encourage the siting of buildings as close as possible to the street. The current proposal places the intended one-story retail building on much of the property line creating a “street wall” along the publicly traveled right of way serving vehicular, bicycle and pedestrian traffic.

B. MIXED USE DEVELOPMENT STANDARDS

This revised Project Plan Amendment application complies with Zoning Ordinance Sections 25.13.05 and 25.13.06 as shown in Figure 3 and other text below.

TABLE 2

Category	Requirement	Proposed by the Site Plan
Building Height	Max of 75'	Approximately 26 Feet
Open Area (% of net lot area)	15% (2,900 SF)	15.4% (2,984 SF)
Public Use Space Within Open Area (% of net lot area)	15% (2,900 SF)	34% (6,617 SF)
Setbacks		
Building Restriction Line (per Section 25.17.08.b.3(a))	0'	0'
Side (MXCD abutting)	0' or 10' Min	150'
Rear (WMATA abutting)	0' or 10' Min	15'
Layback Slope	Not applicable per Section 25.13.05.b.2(d)iv.	Not applicable per Section 25.13.05.b.2(d)iv.

Section 25.13.06.b – Aesthetic and Visual Characteristics

- The architectural design and materials used for the proposed commercial/retail building will provide visual interest at the street level which enhances the pedestrian experience. A conceptual building elevation has been provided as part of the submission materials with oversized storefront glass.
- The following items will not be located along a public street; Window and wall air conditioners, electric utility meters, air conditioning compressors and irrigation and pool pumps.
- The principle customer entryway(s) will be designed in an aesthetically pleasing manner, providing “highly visible” customer entrances that are clearly indicated by signage.
- Rooftop mechanical units will be appropriately screened.

Section 25.13.06.c – Sign design and Relationship to Surrounding Community

- A board on board fence enclosed trash dumpster area will be appropriately screened as required.
- A Concept Landscape Plan is included with this Project Plan Amendment application which provides details in regards to the project's compliance with the City's *Landscape, Screening and Lighting* manual.

C. THIS PROJECT SATISFIES ALL OTHER APPLICABLE CITY LAWS

Adequate Public Facilities – The property will be served by adequate public facilities as follows:

- **Water and Sewer:** Public sewer and water service is available and has capacity to serve the proposed use. No water or sewer authorization from the City is necessary to be obtained because the amendment represents a reduction in the water and sewer demand from the previously approved Project Plan for the property.
- **Roads:** A full traffic study is not required for this project as the proposed use is projected to generate less than 30 net new peak hour trips.
- **Utilities:** Electric and gas service connections are proposed at the distribution lines in the right-of-way immediately adjacent to the property line.
- **Schools:** The proposed retail/commercial use will have no impact on schools.

Signage – Signage for the proposed commercial/retail center will be provided in accordance with Zoning Ordinance Section 25.18.14.

CONCLUSION

This proposed retail center provides the opportunity to convert a vacant unimproved lot into an active use that will serve the needs of the residents of Rockville and travelers on Rockville Pike. The architectural design of the facility will help transform and hopefully spur additional future development along this aging section of Rockville Pike.

The subject Project Plan Amendment satisfies all of the required findings of Section 25.07.01.b.2 in that it:

1. Does not adversely affect health or safety of persons residing or working in the neighborhood;
2. Is not in conflict with the area Master Plan;
3. Will not overburden existing and programmed public facilities as provided in the adopted Adequate Public Facilities Standards;
4. Will not constitute a violation of any provision of this chapter or of other applicable law; and
5. Will not adversely affect the natural resources or environment of the City or surrounding areas.

6. Will contribute to the improvement of Rockville Pike to carry vehicular, bicycle and pedestrian traffic.

For the reasons set forth herein, the Applicant urges the Mayor and Council's approval of this Project Plan Amendment application.

Respectfully Submitted,

MILLER, MILLER & CANBY

By: _____
Jody S. Kline, Esq.
200-B Monroe Street
Rockville, Maryland 20850
301.762.5212
jskline@mmcanby.com
Attorney for the Applicant

Prior Meetings: The public hearing for this application was held on July 10, 2006, and discussion and instructions to Staff on September 18, 2006. The Planning Commission considered this application on May 24, 2006, and submitted a written recommendation to approve this application.

Next Steps: Subsequent to the Mayor and Council taking action on the resolution, the applicant will submit a Use Permit application for review by the Planning Commission.

PREPARED BY:



Rebecca Torma, Planner II

APPROVED BY:

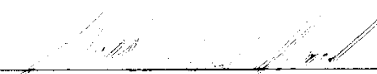


Jim Wasilak, AICP, Chief of Planning

10-17-06

Date

APPROVED BY:




Arthur D. Chambers, AICP, Director, CPDS

10-17-06

Date

APPROVED BY:



Scott Ullery, City Manager

10-17-06

Date

LIST OF ATTACHMENTS:

1. Resolution with Attachments
2. Planning Commission Recommendation

Resolution No. _____

RESOLUTION: To approve, with conditions, Preliminary Development Plan Application No. PDP2006-00011, KAMB, Ltd., Applicant

WHEREAS, KAMB, Ltd., c/o Miller, Miller and Canby, 200-B Monroe Street, Rockville, Maryland 20850, (the "Applicant"), filed a Preliminary Development Plan Application PDP2006-00011 ("PDP2006-00011" or "Application"), requesting approval of a Preliminary Development Plan for a 25,863 square foot parcel of land located at the southeast corner of the intersection of Edmonston Drive and Rockville Pike (Md 355) for a two story, 12,574 square foot, freestanding, single use retail building with 36 at grade parking spaces in accordance with the Optional Method of Development for the RPC zone, set forth in Sections 25-710.27 of the Zoning and Planning Ordinance; and

WHEREAS, pursuant to Section 25-710.30 of the Zoning and Planning Ordinance, the Planning Commission and the Mayor and Council held a joint worksession on September 19, 2005, to review the proposed Application; and

WHEREAS, pursuant to Section 25-710.30 and 25-124 of the Zoning and Planning Ordinance, the Planning Commission, at its meeting of May 24, 2006, reviewed the subject Application and unanimously recommended the Mayor and Council approve the Application subject to certain conditions as set forth in a memorandum dated June 2, 2006; and

WHEREAS, pursuant to Section 25-710.30 and 25-121, 122 and 123 of the Zoning and Planning Ordinance, the Mayor and Council gave notice that a public hearing on said Application would be held by the Mayor and Council of Rockville in the Council

Chambers at Rockville City Hall on July 10, 2006, at 7:00 p.m. or as soon thereafter as it may be heard, at which parties in interest and citizens would have an opportunity to be heard; and

WHEREAS, on July 10, 2006, the said Application came on for hearing at the time and place indicated in said notice; and

WHEREAS, this matter having been fully considered by the Mayor and Council, the Mayor and Council having found and determined that approval of the Application, subject to the conditions, limitations, additions and modifications set forth herein, would promote the health, safety and general welfare of the citizens of Rockville, and the Mayor and Council having made the further findings set forth herein based upon the Application for Preliminary Development Plan PDP2006-00011, the Staff Report dated May 19, 2006, the Planning Commission Recommendation dated June 2, 2006, the public hearing of July 10, 2006, as well as the remaining matters contained in the record; and

WHEREAS, the Mayor and Council having found and determined, pursuant to Section 25-710.30 of the Zoning and Planning Ordinance, and Article XV referenced therein, that the proposed development and Application, subject to the conditions, limitations, additions and modifications set forth herein,:

1. Is in substantial accordance with the Rockville Pike Corridor Neighborhood Plan and with the intent and purpose of Article XIV (Rockville Pike Corridor Area) of Chapter 25 (Zoning and Planning) of the Rockville City Code, and is compatible with adjacent existing and permitted uses and developments.

2. Provides for traffic impact mitigation, open space, pedestrian circulation, and environmental amenities. The proposed development provides for open space and

improves the pedestrian circulation on the site. The development will contain approximately 28 percent of open green space, including the streetscape area, as well as new, more decorative sidewalks along the street frontage of the property. The Applicant prepared a Transportation Report in accordance with the CTR methodology. According to the Institute of Transportation Engineers (ITE) Trip Generation, 7th Edition, Furniture Store (land use Code 890), the proposed development is estimated to generate six peak hour trips in the evening during weekdays. Because this trip generation estimate is below the CTR's 30-peak hour trip threshold, no off-site transportation analysis is required. The traffic generated by the project will have minimal impact on the area, and the Applicant will help support efforts to reduce single-occupancy automobile usage through the payment of a traffic demand management ("TDM") fee.

3. Provides for site dimensions, grade, and orientation compatible with the location and height of existing and proposed development in the Rockville Pike Corridor Area. Although the proposed building does not meet the 135 foot "build to line" guideline in the Rockville Pike Corridor Neighborhood Plan, it does qualify for an exception under the City's Building Code which allows for an 85 foot minimum setback from the centerline of the street to the building for lots that are narrower than 300 feet along Rockville Pike and abut the WMATA and railroad tracks. The proposed building meets this requirement. In addition, the proposed building will be located close to Rockville Pike and Edmonston Drive to create visual interest.

4. Will not constitute a violation of any provision of the Zoning and Planning Ordinance or other applicable law.

5. Will not violate or adversely affect the Rockville Pike Corridor Neighborhood Plan. The proposed development is generally in compliance with the Rockville Pike Corridor Neighborhood Plan and its Urban Design Guidelines.

a. The Applicant has proposed a streetscape consistent with the Plan, improved pedestrian and vehicular movements, a use that does not burden the public facilities, and a building with an interesting façade.

b. The proposed development complies with the Access Management Plan contained in the Rockville Pike Corridor Neighborhood Plan. There currently exist two driveway aprons for ingress and egress to the site, one each located along Edmonston Drive and Rockville Pike. The Access Management Plan for the Rockville Pike Corridor recommends a reduction in the number of driveways along Rockville Pike. Consistent with that recommendation, the Applicant proposes to close both existing drive aprons and to provide a single point of access to the site off of Rockville Pike. The service drive easement can be accessed by any of the remaining drive aprons along that portion of Rockville Pike.

c. The proposed development will meet the screening/landscaping requirements of the Plan.

d. The traffic generated by the project will have minimal impact on the area. In addition, the Applicant will pay a traffic demand management (TDM) fee to the City. The TDM fee satisfies the Plan's goals of encouraging use of mass transit and other alternative forms of transportation.

e. The proposed building height of 35 feet is permitted under the base development in the RPC Zone, and the requested maximum 0.50 FAR is substantially

less than what would be permitted (1.0 FAR) under the Optional Method of Development. The proposed development will also provide 28 percent green space (including landscaping and on-site afforestation) surrounding the property and along Rockville Pike and Edmonston Drive so as to create a streetscape in conformance with the Plan.

f. The proposed development is consistent with the intent and purpose of the building envelope recommended in the Plan. The proposed building is oriented along the Rockville Pike and Edmonston Drive frontages as specified in the Plan. The Plan's guidelines state that at least 50 percent of the building façade be placed on the "Build to Line" along Rockville Pike, which is located 135 feet from the centerline of the street. Due to the narrowness of the subject lot, the proposed building is located 85 feet from the centerline of Rockville Pike rather than 135 recommended in the Plan. However, the building will satisfy the purpose of a "build to" line by providing a constant visual image along Rockville Pike and giving the appearance of a uniform "build to" line, due to the fact that the distance between the railroad tracks and Rockville Pike gets narrower as the site approaches the intersection with Edmonston Drive. In addition, the building height (35 feet) continues to maintain a sense of scale and space to pedestrians and motorists and is compatible with the residential neighborhood to the east of the railroad tracks.

g. The Application provides for upgrading the existing sidewalk along both frontages of the property in accordance with the Plan. The Applicant will provide a six-foot wide sidewalk with a tree lawn buffer, which will accommodate street trees on Edmonston Drive. The sidewalk materials will comply with the Plan.

h. The Application provides for the construction of a landscaped berm in front of the sidewalk along Rockville Pike. The berm will meet the Plan requirements including the additional landscaping requirements for development under the Optional Method of Development. The Applicant will work with the City Forester to determine the types of trees best for the site.

6. Will not affect adversely the health or safety of persons residing or working in the subdivision or neighborhood.

7. Will not be detrimental to the public welfare or injurious to property or improvements in the neighborhood.

8. Will not be unsuitable for the type of development, the use contemplated, and available public utilities and services. A single use is preferable for the site because of its small size and narrowness. The proposed site design, quality architecture, and landscaping will improve the appearance of the site. The public utilities and services are suitable to serve the proposed development.

9. Will not unreasonably disturb existing topography, in order to minimize storm drain runoff and to conserve the vegetation cover and soil; and

WHEREAS, the Mayor and Council having found and determined that the proposed development and Application, subject to the conditions, limitations, additions and modifications set forth herein, satisfies the minimum requirements of the RPC Optional Method of Development provisions set forth in Section 25-710.27, as more specifically set forth below:

(1) *The site must be a minimum of twenty thousand square feet.* The subject site contains 25,863 square feet.

(2) *Solar access requirement.* The proposed building will not cast a shadow on any residential structures between 10:00 a.m. and 2:00 p.m.

(3) *Ground Floor Retail Requirement.* The ground floor retail floor area will exceed the required 75%.

(4) *Comprehensive Transportation Review (CTR).* A Transportation Impact Study is not required because the proposed land use does not generate more than thirty vehicle trips during any peak hour.

(5) *Urban Design Review.* The Applicant has complied with the Urban Design Review process. The proposed development was evaluated by the Urban Design Review Committee, which found that “the proposal’s urban design, architecture, and landscape plan, as presented, is acceptable and clearly meets the spirit of the Rockville Pike Plan.”

(6) *Provide a landscaped berm, walkway, splash block treatment and building landscaping along the Rockville Pike frontage in substantial accordance with the Rockville Pike Streetscape guidelines contained in the Plan.* The Applicant will comply with this requirement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF ROCKVILLE, MARYLAND, that Preliminary Development Plan Application PDP2006-00011, be and the same is hereby approved, in accordance with the terms, conditions and limitations set forth herein.

1. APPROVED PRELIMINARY DEVELOPMENT PLAN.

For the purposes of this Resolution, the Approved Preliminary Development Plan (also referred to as the “Approved PDP”) shall mean this Resolution and all Exhibits to

this Resolution listed below and attached hereto, including notations, references, descriptions and writings on the Exhibits.

- Revised Preliminary Development Plan, October 17, 2006 (Exhibit A)
- Conceptual Landscape Plan (Exhibit B)
- Stormwater Management Concept letter dated March 16, 2006 (Exhibit C)
- Site Access Alternatives, dated October, 2006 (Exhibit D)

The subject property shall be developed substantially in accordance with the revised Preliminary Development Plan dated October 17, 2006 and attached hereto and incorporated herein as Exhibit "A." To the extent that there is a conflict between any of the written terms and conditions in the body of this Resolution and any exhibits attached hereto, the written terms and conditions in the body of this Resolution shall control.

2. DEVELOPMENT DENSITY, HEIGHT, AND STANDARDS:

The following development standards shall apply:

- (a) Maximum height: 35 feet and two-stories
- (b) Maximum FAR (floor area ratio): 0.50
- (c) Build-to line location from the centerline of Rockville Pike: 85 feet.
- (d) Minimum Building setback from property along Edmonston Drive: 29 feet
- (e) Minimum amount of retail on the first floor: 75 percent.

3. LANDSCAPE PLAN. The Applicant must submit a detailed landscape plan for approval by the Planning Commission at the Use Permit stage. The landscape plan

must be generally consistent with the conceptual landscape plan attached hereto as Exhibit “B” (the “Conceptual Landscape Plan”).

4. PARKING. The Applicant must meet the minimum parking requirements of the Zoning and Planning Ordinance.

5. SIDEWALKS: Final location, materials, easements and agreements necessary for the construction and maintenance of sidewalks will be determined at the Use Permit stage.

6. OPEN SPACE: The Applicant must provide a minimum of 28 percent open green space on the site. Green space may include, but is not limited to, lawn decorative plantings, sidewalks and walkways, but shall not include parking lots or vehicular surfaces.

7. DESIGN GUIDELINES.

a. The Applicant must provide the streetscape treatment required by the Plan, including a landscaped berm with street trees at the road edge, additional landscaping and a tree bed at the building edge, a six-foot wide sidewalk and a service drive.

8. TRAFFIC MITIGATION.

A Transportation Demand Management (TDM) Agreement must be executed prior to the issuance of any building permit. The agreement will require a contribution of ten (10) cents per square foot of gross floor area of the proposed building per year for a period of ten (10) years. The sum will be incorporated into the TDM capital improvements capital program funds of the City. No occupancy certificate will be issued until the initial TDM contribution is made.

9. FOREST CONSERVATION.

The Applicant must submit, for the approval of the City Forester, a Forest Conservation Plan (FCP) with planting requirements being met on site. A Forest Conservation Easement (FCE) must be placed on the entire site to protect required trees.

10. PUBLIC UTILITIES EASEMENTS

Public Utility Easements (PUE) (minimum 10 feet wide) will be required along each street frontage. The easement area must not be within an existing or future dedicated public right-of-way, under a tree lawn, or obstructed by any permanent structure, including surface structures such as stoops, with the exception of sidewalks.

11. PUBLICLY ACCESSIBLE ART IN PRIVATE DEVELOPMENT. The Applicant is required to provide art for the development in accordance with the Publicly Accessible Art in Private Development requirements contained in Article IV (sections 4-40 - 4-51) of Chapter 4 of the Rockville City Code. The required expenditure for the entire project will be calculated in accordance with current rates at the time of building permit application.

12. SIGNS. All signs must comply with the requirements of the Zoning Ordinance and other applicable provisions of the Rockville City Code.

13. STORMWATER MANAGEMENT. Stormwater Management must comply with the conditions set forth in the conditional approval of the stormwater management concept letter dated March 16, 2006, unless otherwise approved by Department of Public Works.

14. SERVICE DRIVE. The Applicant shall provide an 18-foot service drive easement around the building, between the parking spaces and the building, the final

location to be determined at the Use Permit stage. The Applicant must execute and record a written service drive easement in a form acceptable to the City Attorney prior to issuance of an occupancy permit. The owner of the subject site shall be responsible for the repair and maintenance of the service drive.

15. JOHN C. BROWN MEMORIAL. The Applicant must move the VFW memorial from its current location at the northeast corner of Rockville Pike and Edmonston Drive to the public right-of-way adjacent to Applicant's site at a location to be determined by the Planning Commission at the Use Permit stage. If the Applicant fails to receive VFW approval for the relocation, Applicant must provide written documentation of the reasons why the memorial cannot be moved. The memorial must be relocated or the written documentation provided prior to issuance of the occupancy permit.

16. SHARED USE PATH. The site shall accommodate a shared-use path for bicyclists and pedestrians adjacent to the Metro tracks through provision of a reservation area to be dedicated to the City at no cost, upon request. This path would run generally parallel to Rockville Pike and connect at the Edmonston Drive intersection with the proposed sidewalk. The specific size, location, parameters, and materials of a reservation area and construction will be determined at the Use Permit stage.

17. SITE ACCESS. Access to the site shall be provided from Rockville Pike either via the existing service drive easement to the south of the property or via the relocation of the existing driveway along the Rockville Pike frontage of the property generally as shown on Exhibit D. The final location and parameters of the site access to be determined at the Use Permit Stage.

18. The Applicant must comply with all the applicable requirements of Article XIV of Chapter 25 pertaining to the Rockville Pike Corridor Area.

* * * * *

I hereby certify that the foregoing is a true and correct copy
of a resolution adopted by the Mayor and Council at its
meeting of

Claire F. Funkhouser, CMC, City Clerk

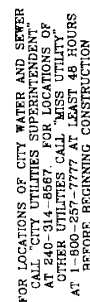
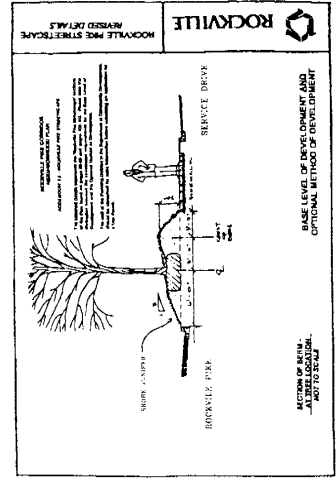
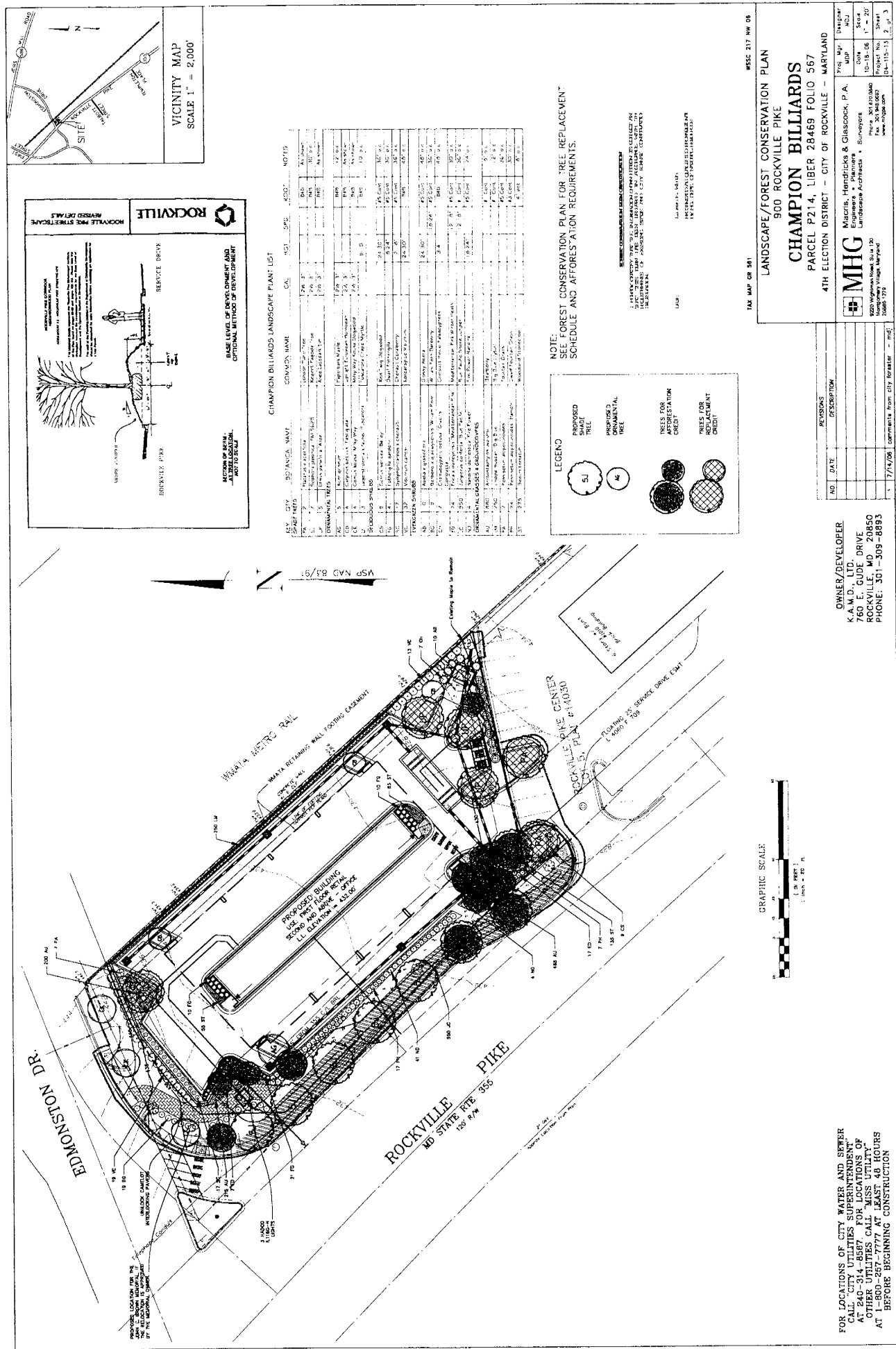
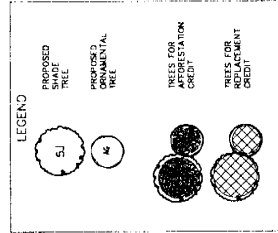


EXHIBIT B



CHAMPION BILLIARDS LANDSCAPE PLAN (LIST)

NO.	QTY	SP. AREA	NAME	CONTRACT	DATE	NOTES
1	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
2	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
3	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
4	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
5	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
6	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
7	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
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59	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
60	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
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67	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
68	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
69	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
70	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
71	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
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75	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
76	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
77	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
78	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
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80	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
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82	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
83	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
84	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
85	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
86	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
87	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
88	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
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92	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
93	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
94	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
95	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
96	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
97	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
98	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
99	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00
100	1	10.00	CHAMPION BILLIARDS	10.00	10.00	10.00



NOTE: SEE FOREST CONSERVATION PLAN FOR "TREE REPLACEMENT" SCHEDULE AND AFFORDANCE REQUIREMENTS.

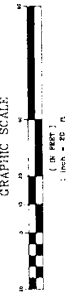
FOR LOCATIONS OF CITY WATER AND SEWER CALL CITY UTILITIES SUPERVISOR AT 1-800-267-7777 AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION

FOR LOCATIONS OF CITY WATER AND SEWER CALL CITY UTILITIES SUPERVISOR AT 1-800-267-7777 AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION

1/18/2023 10:00 AM

LANDSCAPE/FOREST CONSERVATION PLAN
900 ROCKVILLE PIKE
CHAMPION BILLIARDS
PARCEL P214, LIBER 28469 FOLIO 567
4TH ELECTION DISTRICT - CITY OF ROCKVILLE - MARYLAND

1/18/2023 10:00 AM



FOR LOCATIONS OF CITY WATER AND SEWER
CALL CITY UTILITIES SUPERVISOR AT 1-800-267-7777 AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION

OWNER/DEVELOPER
K.A.M.O. LTD.
1000 ROCKVILLE PIKE
ROCKVILLE, MD 20850
PHONE: 301-309-8893

NO.	DATE	REVISIONS	DESCRIPTION
1	7/1/06		COMMENTS FROM CITY FORWARD - MDC

1/18/2023 10:00 AM



March 16, 2006

Mr. Kenneth D. Jones
Macris, Hendricks & Glascock, P.A.
9220 Wightman Road, Suite 120
Montgomery Village, Maryland 20886-1279

Subject: Champion Billiards, 900 Rockville Pike
Stormwater Management Concept
SMP2006-00023

Dear Mr. Jones:

Your stormwater management (SWM) concept dated February 27, 2006 for 900 Rockville Pike is conditionally approved. The Champion Billiards site is 0.59-acres and is located in the Rock Creek watershed on the north side of Rockville Pike (MD Route 355) at the intersection of Edmonston Drive. The proposed development includes the construction of a new two-floor office and retail building and surface parking on the 0.59-acre site. This project will require SWM for a total of 0.62 impervious acres (0.49-acres of new or redevelopment plus 0.13 impervious acres within the right-of-way).

The SWM concept proposes the following measures for the 0.49-acre impervious area:

1. Water Quality Volume (WQ_v) provided by an underground sand filter. Based on the Concept, the proposed sand filter has a drainage area of 0.59-acres flowing to it, which includes 0.49-acres of impervious area.
2. Provision for Recharge is not required on site due to the presence of contaminated soil.
3. Overbank Flood Protection (Qp₁₀) and Channel Protection (Cp_v) will be provided by the SWM alternative of a monetary payment of \$24,800 (0.62 impervious acres X \$40,000/impervious acre).

The SWM concept is approved subject to the following conditions:

1. Written MDE approval for construction activities on the site must be provided prior to issuance of Department of Public Works (DPW) permits.
2. For areas of the right-of-way that cannot be intercepted due to physical constraints a monetary contribution will be required for WQ_v. Exact areas and amount of contribution will be determined upon the detailed engineering submission.
3. Submit for review and approval all required detailed engineering plans, computations, and construction estimates for the on-site sand filter.
4. Post financial security based on the approved construction estimates in a format acceptable to the City Attorney. Approval is coordinated through DPW Staff.

MAYOR
Larry Giammo

COUNCIL
Robert E. Dorsey
Susan R. Hoffmann
Thyllis R. Marcuccio
Anne M. Robbins

CITY MANAGER
Scott Ullery

CITY CLERK
Aire F. Funkhouser

CITY ATTORNEY
Paul T. Glasgow

Mr. Kenneth D Jones
Macris, Hendricks & Glascock, P.A.
March 16, 2006
Page 2

5. Submit a Rockville stormwater management permit (SMP) application, permit fees, and SWM Database Sheet associated with the SWM plans.
6. Submit a SWM Easement/Maintenance Agreement for the SWM facility signed by the property owners for review and approval by DPW and the City Attorney's Office. The approved SWM Easement/Maintenance Agreement must be recorded in the Montgomery County Land records prior to DPW permit issuance.
7. Provide safe conveyance of storm flows.
8. Pay SWM monetary contribution for quantity control prior to issuance of PWK and SMP permits. Final contribution amount shall be based on the impervious acreage shown on final engineering plans. The contribution is estimated at 24,800 based on the SWM Concept Plan.

If you have any questions, please contact Craig Daly, Civil Engineer II, of my staff at (240) 314-8513.

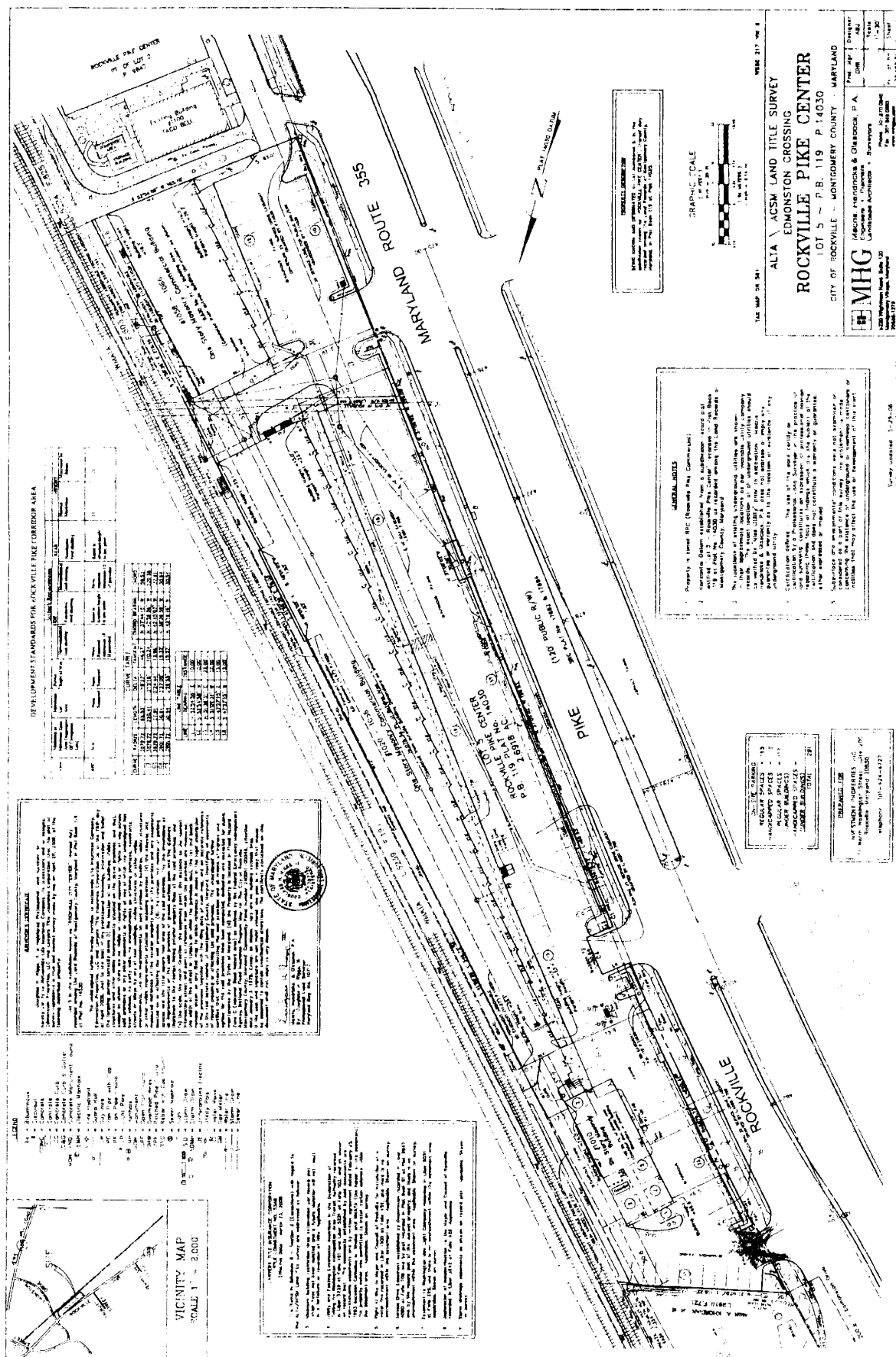
Sincerely,



Susan T. Straus, P.E.
Chief Engineer-Environment

CD/sms

cc: Mark E. Wessel, Civil/Engineer III
Jim Wasilak, Chief of Planning
Nate Wall, Environmental Specialist
✓ Craig Daly, Civil Engineer II-Environment
Permit Plan (SMP2006-00023)
Day File





City of Rockville

MEMORANDUM

June 2, 2006

TO: Mayor and Council

FROM: Planning Commission

SUBJECT: Planning Commission Recommendation on Preliminary Development Plan Application, 2006-00011, Champion Billiards

The Planning Commission considered the proposed PDP for Champion Billiards at its May 24, 2006 meeting. The proposed development would consist of a 12,574 square foot commercial building on two floors to be used as furniture showroom space for pool tables, barstools and other recreational furniture. There will be 36 at-grade parking spaces, including two (2) accessible spaces associated with the building. The site will have vehicular access from Rockville Pike through an existing service drive easement located on the adjacent site. The Planning staff recommended approval of the application, subject to conditions. The Commission received comments from the public. The following issues were discussed in depth:

Noise from the Railroad tracks

The Planning Commission was concerned that the noise from the trains going past the site would reflect from the building and to the homes across the site. Staff stated that the proposed building's exterior treatment, EIFS, would not be a smooth surface, therefore reflecting it in different directions. In addition, since the first floor is recessed, some of the noise could get trapped in that area. The applicant stated that the EIFS material could absorb some noise instead of reflecting it. They also stated that they would look into providing more architectural detail on the rear of the building, which would result in the deflection of noise from the building and not more directly onto the homes.

Service Drive Easement

The adjacent property owner to the south requested that the applicant use the existing two curb cuts already provided for the site instead of closing them and using only the service drive. Staff had stated earlier that closing both curb cuts was required because they did not meet standards, including safety, of Department of Public Works (DPW) and the State Highway Administration (SHA). Both DPW and SHA have endorsed closing both of the existing curb cuts and accessing

the site from the existing service drive located on the property to the south. The Attorney who represents the adjacent neighbor, Mr. Joe Lynott, stated that they were opposed to the project since the proposed site would have sole access from this portion of the service drive. Staff has stated that the purpose of the service drive along Rockville Pike was for a driver to not have to get on and off Rockville Pike in order to visit each business. Staff considers the use of the service drive as a means for ingress/egress for Champion Billiards to be in accordance with the intent of service drive use and that it meets the Rockville Pike Plan.

Buffering on the rear side of the property

The Planning Commission also discussed the buffering of the building from the adjacent railroad tracks. Staff stated that the applicant is proposing small landscaping on the rear of the property, however, it will be in a WMATA easement that is used for the retaining wall on the site. The Planning Commission recommended and staff has added a condition (Condition #10), for the applicant to evaluate the rear portion to see if they can plant larger landscaping than what is proposed.

Parking Requirements

In addition, the Planning Commission discussed the amount of parking spaces that are proposed for the site. Staff stated that they are proposing 36 spaces, including two accessible spaces. The Commissioners suggested that not all parking was needed since there were only six vehicle trips per peak hour and that the site could share parking. Staff then stated that most people coming to the site would be coming during non-peak hours and six trips was not representative of how many people will be at the building at one time. In addition, the 12,574 square foot building requires 32 spaces in the Zoning Ordinance, which does not allow for reductions in parking. The applicant also stated that they had spoken with the owner of the adjacent property to the south about possibly using their parking when the store is not open.

Therefore, on a motion by Commissioner Holtz, seconded by Commissioner Johnson and with Commissioners Medearis, Ostell, Weiner, and Hill voting in favor, the Planning Commission recommended approval of the proposed Preliminary Development application, subject to the following conditions listed below.

1. The applicant shall comply with the "Exhibit A" and "Exhibit B" dated April 6, 2006.
2. The following development standards shall apply:
 - a. Maximum Height: 35-feet
 - b. Maximum FAR: 0.49
 - c. Minimum Building setback from the centerline of Rockville Pike: 85 feet
3. The finishing materials for the building will be approved at use permit approval stage.

4. Submission, for the approval of the City Forester, approval of a Forest Conservation Plan with planting requirements being met on site. A Forest Conservation Easement shall be placed on the entire site to protect required trees. Bond must be posted and a maintenance agreement signed.
5. The Applicant shall execute a Transportation Demand Management (TDM) agreement with the City of Rockville before the issuance of a building permit. This agreement will require the Applicant to make an annual contribution of ten (10) cents a square foot of gross floor area for a period of ten years (12,574 s.f. * \$0.10 = \$1257.40/year). These funds will be used for various programs designed to reduce the number and impact of vehicle trips within the planning area. The TDM agreement will specify the timing and other requirements of future payments of the TDM fee. This sum will be incorporated to the TDM program funds of the City.
6. Final materials, easements and agreements necessary for the construction and maintenance of sidewalks will be determined at Detailed Application stage.
7. Stormwater Management must comply with the conditions set forth in the conditional approval of the stormwater management concept dated March 16, 2006.
8. The signs must comply with any permits or requirements of the Zoning Ordinance.
9. The applicant is required to provide for art for the Champion Billiards development in accordance with the Publicly Accessible Art in Private Development ordinance (adopted February 2004). The required expenditure for the entire project will be calculated in accordance with current rates at the time of building permit application.

Many options for compliance are available to the applicant. Options may include, but are not limited to visual art on-site, donation to the City's Friends of the Arts fund or to an eligible arts organization, build arts infrastructure or space for arts activities or partner with another development within the same planning area. The Art in Private Development manual is available on the City's website (www.rockvillemd.gov) under the City Business section.

10. The applicant will work with staff into providing additional buffering on the "rear" side of the property that is adjacent to the railroad and Metro tracks. Staff will review the additional landscaping at the time of Detailed Application stage.

cc: Planning Commission
Case File

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